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No. 46. 5
EVERY MAN HIS OWN COUNSELLOR.

Nelson ^{THE} *Major Book*
BUSINESS MAN'S ASSISTANT,

CONTAINING USEFUL
FORMS OF LEGAL INSTRUMENTS:

ENLARGED BY THE ADDITION OF FORMS OF
ACKNOWLEDGMENTS, AGREEMENTS, ASSIGNMENTS, AWARDS,
BONDS, LEASES, MORTGAGES, POWERS OF ATTORNEY,
AND LEGAL OPINIONS, FOUND IN NO OTHER WORK.

ADAPTED TO THE
WANTS OF BUSINESS MEN THROUGHOUT THE UNITED STATES.

BY I. R. BUTTS,

Author of the "Landlord's and Tenant's Assistant," — the "Shipper's
and Common Carrier's Assistant and Insurer's Guide,"
and the "Seaman's Assistant."

TO WHICH IS ADDED TABLES OF INTEREST — U. S. CUSTOM HOUSE
VALUE OF FOREIGN CURRENCIES — AND OF ALL THE GOLD AND
SILVER COINS IN CIRCULATION — LAWS, INSTRUCTIONS AND
FORMS NECESSARY FOR OBTAINING A PATENT — AGREEMENTS
FOR CONSTRUCTING RAILROADS, ETC.

FORTY-EIGHTH THOUSAND.

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1848.

FORMS OF GUARANTEE.

Continuing Guarantee for Goods to be delivered.

I HEREBY guarantee the payment to Messrs. E. F. and G. H., for all goods which they may from time to time supply to John Williams, of &c. [not exceeding the amount of \$——.] [This would be sufficient; but it might, in order to prevent all questions, be as well to add the words "this is to be a continuing guarantee."] Dated, &c.

[The supplying the goods is the consideration implied.]

Guarantee for certain Amount.

I HEREBY guarantee the payment to Messrs. &c., for such goods as they may supply to J. W., of &c., not exceeding the amount of \$——; but this is not intended as a continuing guarantee, but only for the once supplying goods to the above amount. Dated, &c.

For Debts already Due, to prevent Proceedings.

MESSRS. E. F. and G. H. having, at my request, agreed to forego proceedings which they were about to take against Mr. J. W., of &c., to enforce payment of \$—— due from him to them, I hereby, in consideration thereof, guarantee the payment to them of that sum. Dated, &c.

To stop Proceedings when commenced.

MESSRS. E. F. and G. H. having, at my request, agreed to discontinue the proceedings taken by them against, &c. to enforce payment of &c. due from him to them, I hereby, in consideration thereof, guarantee the payment of that sum and of \$—— costs.

Guarantee for Payment of Rent.

In consideration of the execution of the above-written lease, at our request, we do hereby guarantee to the said A. A. the true and punctual payment of the rent reserved at the times and in the manner therein mentioned, and in default thereof, promise to pay the same on demand. This is to be a continuing guarantee.

Witness our hands and seals, this —— day of, &c.

Executed in presence of

E. E. [L. S.]
F. F. [L. S.]

On page 77 of the Assistant, "on the Liabilities of Common Carriers," it is said that Steamboats, Railroads, &c., were liable for *all* losses, notwithstanding their advertising, "all baggage at the risk of the owner," In a recent decision, however, of the Supreme Court of Maine (April, 1847,) it has been ruled that the *plaintiff's evidence* could not be taken, to prove the contents of a box that was lost, containing many valuable articles. Judge Shepley, however, remarked that, if it had been a traveling trunk containing wearing apparel, which the plaintiff had packed himself, the decision might have been different.

Entered according to Act of Congress, in the year 1847,

BY I. R. BUTTS,

in the Clerk's Office of the District Court of the District of Massachusetts.

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WITNESSES.

In witnessing any legal instrument, remember the words of scripture,—“that in the mouth of two or three witnesses every word may be established.”

Nelson M. Major
THE
BUSINESS MAN'S ASSISTANT.

ACKNOWLEDGMENTS OF DEEDS, ETC.

Deeds, especially Deeds to convey lands, must be executed, attested by the requisite number of witnesses, acknowledged, (or proved), and recorded in accordance with the laws of the several States where the property is situated. Without acknowledgment or recording, except in the States of Maryland, Virginia and North Carolina, they may avail against the grantors and their heirs, (except in the case of a married woman,) but not against attaching creditors, or subsequent purchasers.

In New Hampshire, Vermont, Ohio and Michigan, two subscribing witnesses are indispensable. In the other States it is customary for one or more persons to subscribe as witnesses, and it is indispensable if the Deed is not acknowledged.

There should be a seal of wax or wafer for each signature of a party to a Deed. In some States, as in Pennsylvania, Virginia, Alabama and Georgia, a scroll of ink with a pen will answer for a seal.

In Rhode Island and Vermont, Deeds are recorded by the town clerks of the several towns where the lands lie. In the other States they are recorded by recording officers, acting under various names, for the county where the lands lie.

In New Hampshire and Vermont a Deed may be put on record without the acknowledgment, but will be available only against the claims of creditors and subsequent purchasers for sixty days.

Form of Acknowledgment of Deeds in Maine, New Hampshire, Massachusetts, Vermont, Rhode Island, and Connecticut, by Husband and Wife.†*

Commonwealth [or, State] of —, }
County of —, ss. [town and date.] }

Then personally appeared the above named A. B. [and C. B. his wife, and severally] and acknowledged the foregoing instrument to be his [their] free act and deed ; before me.

—
R. C., Just. of the Peace.

By a Person Conveying by a Power of Attorney

Commonwealth [or State] of —, }
County of —, ss. [town and date.] }

Then personally appeared the above named D. C., who signed and sealed the foregoing instrument as the attorney of the above

* In Rhode Island the wife must be examined privily and apart from her husband, and shall declare that the deed, &c., is her voluntary act ; and that she does not wish to retract the same.

† If the Grantor be unmarried, omit that part which relates to the Wife. If the Grantor be a single woman, let it appear in the Certificate. A wife need not join in an acknowledgment unless the property be held in her right.

named G. F., and acknowledged the same to be his free act and deed; before me,

W. Z. Just. of the Peace.

Certificate of Acknowledgment of a Deed of property in New York, the grantor being known to the Officer.

State of New York, }
St. Lawrence County, ss.— }

On this — day of — in the year — personally appeared A. B., and acknowledged the within conveyance to be his act and deed, and I certify that I well know the said A. B., and that he is the same person who is described in the within conveyance, and who executed the same

*C. D. Commissioner of Deeds for
said County of St. Lawrence.*

Another, the Grantor being identified by a Witness.

State, City and County of }
New York, ss.— }

I hereby certify that on this — day of — in the year —, personally came before me, A. B. and C. D., and the said C. D. being well known to me, was duly sworn by me, and on his oath declared and said that he well knew the said A. B., and that he was the same person who was described in and who executed the within [or, foregoing] instrument, and his testimony was to me satisfactory evidence of that fact, and the said A. B. thereupon acknowledged the said instrument to be his act and deed.

*E. F. Commissioner of Deeds for
the City and County of New York.*

Certificate of Acknowledgment by Husband and Wife.

State of New York, }
Ulster County, ss.— }

On this — day of —, in the year — personally came before me A. B. and C. B., his wife and severally acknowledged the within conveyance to be their act and deed, and the said C. B., being examined by me apart from her husband, acknowledged that she executed the same freely and without any fear of compulsion from her husband, [and I certify that I well know the said A. B. and the said C. B., and that they are the same persons who are described in the within conveyance and who executed the same.]

D. E. Commissioner of Deeds for Ulster County.

Substitute for the part of the above in brackets, when the parties are not known to the Officer.

And at the same time came before me, G. F., of the town of R. in said County, who being duly sworn, upon his oath declared and said that he well knew the persons who made the said acknowledgment, and that they were the same individuals described in the within conveyance and who executed the same; and his testimony was to me satisfactory evidence thereof.

By a Person Conveying by a Power of Attorney.

State of New York, }
 Dutchess County, ss.— }

On this — day of —, in the year —, I. S. personally came before me and acknowledged that he executed the within conveyance as the act and deed of D. S., by virtue of a power of Attorney, duly executed and acknowledged by the said D. S., recorded in the office of clerk of the county of Dutchess, aforesaid; and I further certify that I well know the said I. S., and that he is the same individual who is described in the within conveyance and who executed the same.

D. M. Commissioner of Deeds for Dutchess County.

Acknowledgment of Deed in Pennsylvania.

State of Pennsylvania, }
 Union County, ss.— }

The — day of —, in the year of our Lord, one thousand eight hundred and — before me the subscriber, one of the Justices of the Peace, in and for the county aforesaid, [or, one of the Judges of the Court of Common Pleas, in and for the county aforesaid, *as the case may be,*] the above named A. B., *[and C. B. his wife,] and acknowledged the above written indenture to be [severally their] his act and deed, to the end that the same might be recorded according to law. [And she, the said Mary, being of lawful age, and being examined by me separate and apart from her husband, and the contents of said indenture being fully made known to her did declare, that she did voluntarily, and of her own free will and accord, seal, and as her act and deed deliver the same without any coercion or compulsion of her said husband whatever.]

Witness my hand and seal.

E. F. Justice of the Peace. [L. s.]

Witness at signing.

Certificate of Acknowledgment of a Deed of Lands in Illinois, executed by Husband and Wife.

State of Illinois, }
 Fayette County, ss. }

Be it remembered, That on the — day of — in the year —, before me the subscriber, one of the justices of the peace in and for the said county, personally appeared A. B., personally known to me, to be one of the individuals described in, and who executed the within deed, and acknowledged that he had executed the same, also at the same time personally appeared before me, C. B., wife of said A. B., satisfactorily proved to me to be one of the individuals described in and who executed the within Deed, by the oath of E. F., a competent and credible witness for that purpose by me duly sworn, and after I had made her acquainted with and explained to her the contents of the said Deed, on an examination separate and apart from her said husband acknowledged the same to be her act and deed and that she executed the same voluntarily and freely, and without compulsion of her said husband, and that she does not wish to retract.

G. H.

* Omit the words in brackets if the case require it.

Certificate of Acknowledgment of a Deed of Lands in the State of Michigan, by Husband and Wife.

State of Michigan,
Wayne County, ss. Detroit,— }

Be it remembered that on this — day of — in the year one thousand eight hundred and — before me the subscriber, a justice of the peace in and for the county of Wayne aforesaid appeared J. S. and Mary his wife, and severally acknowledged that they had severally executed the within instrument for the uses and purposes therein mentioned, and the said Mary on a private examination apart from her husband acknowledged that she executed the within instrument freely and without fear or compulsion from any one, and I further certify, that the persons who made said acknowledgment are known to me to be the individuals described in and who executed the within instrument.

J. C. Justice of the Peace.

In OHIO a Certificate of Acknowledgment may be similar to the above, but the certificate of the officer's knowledge of the parties, or proof of their identity, may be omitted.

In INDIANA the examination of a married woman must be separate and apart from, "and out of the hearing of her husband," and her acknowledgment should be "that she executed such deed or conveyance of her own free will and accord, without any coercion or compulsion of her husband"

The form for the New England States, with the foregoing addition in case of a married woman, will answer the requisitions of the statute. One witness is sufficient. Acknowledgment may be before a judge of a supreme court, or circuit court, notary public, mayor of a city in any State, or a foreign minister, or consul of the U. States.

Certificate of Acknowledgment of a Deed of Land in the State of Missouri.

State of Missouri,
County, (or City,) ss. — }

Be it remembered, That on this — day of —, the year 1847, before A. B., (Judge, Justice or Clerk of the Court of or in said State, which is about having a seal, as the case may be,) or Justice of the Peace for the County of (or City) aforesaid, personally appeared C. D., the grantor within named, and acknowledged the within deed, or instrument of writing, to be his act and deed: The said C. D., being personally known to me, to be the person who made and executed the same, (or being also proved by E. F. and G. H., two credible witnesses, to be the same C. D., who made and executed the same,) as the case is.

Taken and certified, under my official seal, by me, the day and year aforesaid.

A. B. [L. s.]

AGREEMENTS.*

General Form of Agreements.

ARTICLES OF AGREEMENT, made, concluded and agreed upon, this — day of —, A. D. 18—, between A. B.; of —, of the one part, and C. D. of —, of the other part, as follows :

The said A. B., for the consideration hereinafter mentioned, doth hereby covenant and agree that, [here state the agreement.]

And the said C. D. doth hereby covenant and agree that, [here again state the agreement.]

* An agreement is the consent of two or more persons in any thing done or to be done ; or a memorandum, or articles drawn up preparatory to a more formal agreement. An agreement, to be perfect, should be under seal, and delivered in the presence of a witness, or witnesses ; sealed contracts have many advantages not possessed by simple ones. There is no difference between an agreement in *writing*, without seal, and a mere *verbal* agreement, except that the former can be more easily proved, and is therefore to be preferred ; the law makes no difference ; whether they are in writing or verbal they are equally simple contracts.

The words of agreements are to be considered not according to the grammatical meaning, or the etymology, but according to the common acceptation of them.

Ambiguous words are to be understood according to the subject of them.

Where words in their common acceptation would render the contract frivolous or ineffective, they must be made to deviate from that meaning.

Where the absurdities of a contract cannot be explained, they shall be construed against the party who lay under the duty of making it plain, so that such ambiguities are usually interpreted against the landlord in leases, and against the seller in sales.

Interest shall be computed according to the rate of Interest in the country where the contract is made.

Where money is by contract made payable at a certain place it shall be computed according to the currency of that place.

Where there is a stipulation about the value of a thing, it shall be intended as in reference to the time when the contract is to take effect.

The law of the place where the contract is made, is to govern with regard to the nature, validity and construction of the contract. To this is added an exception as to those which may be in their nature immoral, or where the enforcing them would be injurious to the rights, interest or convenience of the state in which they are sued upon.

If a note is negotiable by the law of the state where suit is brought, the indorser may maintain the suit in his own name.

When the non-performance of a contract is occasioned by the party for whose benefit the performance was intended, it will release the other from his obligation.

No contract for the sale of goods, &c., for the price of fifty dollars, [in Maine thirty] is good in law, unless the purchaser shall accept part of such goods, or shall give something in earnest or part payment, or unless some note or memorandum in writing of the bargain, be made and signed by the party to be charged therewith, or by some person by him lawfully authorized.

In all contracts or agreements, there must be a consideration ; either a payment of money, a sale and delivery of goods, or other property, or an engagement to do something which may lawfully be done, and which the promisee desires to have done.

See also Note to Bills of Sale, page 25.

Where there has been a destination to the purchaser of the goods bargained for, by marking them, or putting them up for delivery, or removing them for that purpose, it will be held a legal delivery.

To constitute a delivery of goods it need not be actual, it may be virtual, as

To the true performance of the several covenants and agreements aforesaid, each of the said parties binds himself, his representatives and assigns, in the penal sum of — dollars, firmly by these presents.

In witness whereof, we have hereto set our hands and seals on the day and year above written.

A. B. (L. s.)

C. D. (L. s.)

Sealed, and delivered in presence of

*Agreement for Building a House.**

THIS AGREEMENT, of two parts, made and concluded this — day of —, A. D. 184—, between A. B., of —, in the county of —, farmer, of the first part, and C. D., of said —, carpenter, of the second part, witnesseth, that the said C. D., for the consideration hereinafter mentioned, doth for himself, his executors and administrators, covenant, promise and agree, to and with

of a portion of them, but in all cases there must be circumstances to show the intent of the parties, and that is sufficient.

A delivery of the key of a warehouse in which the sold goods are deposited, is a sufficient delivery.

An entry made by a vendor of goods in his book of sales, with the name of the purchaser and the terms, is a sufficient memorandum in writing as required by the statute of frauds.

Whenever goods are sold at auction, the auctioneer shall, at the time of sale, enter in a sale-book, a memorandum specifying the nature and price of the property sold, the terms of sale, the name of the purchaser, and the name of the person on whose account the sale was made, and such a memorandum shall be deemed a note of the contract of sale.

Contracts are void, not only when they require the performance of any act either evil in itself or against the law of the land, but also when they militate against public policy, as where a man binds himself not to exercise his trade; but if he engages not to exercise his trade in a particular place, it is binding, for he may exercise it elsewhere.

In all such cases, good consideration must appear upon the face of the contracts or the law will raise a presumption against them.

All agreements made to cover usury, or to operate as a bribe, or in any way to induce treachery are void. Therefore a claim for attendance at auction to enhance the price of goods, will not be ground for action.

A promise to pay the debt of another must be in writing and cannot be explained verbally.

If one voluntarily engages to do a thing gratis it will be sufficient consideration to ground an action against him, if loss happens in the business through his negligence.

If there is no stipulation as to the price, when one sells goods, or performs labor for another, at his request, the law implies a promise to pay for said goods or labor, so much as they are reasonably worth. It is an implied condition of every contract for work and labor, that it be done in a suitable and workman-like manner.

* A person having a contract with another to furnish labor or materials, for erecting, or repairing any building, or the appurtenances of any building, signed by the owner of the same, may have his contract recorded, and thus obtain a priority over all subsequent claims by attachment, mortgage, &c. [See Lien Laws of several States, p. 50.]

the said A. B., his executors, administrators, and assigns, that he the said C. D. shall and will within the space of — months, next, after the date hereof, in good and workmanlike manner, and according to the best of his knowledge and skill, well and substantially erect, build, set up, and finish, one house or messuage, in the town of —, according to the plan hereunto annexed; and compose the same with such stone, brick, timber, and other materials, as the said A. B., or his assigns shall find or provide for the same.

In consideration whereof, the said A. B., doth for himself, his executors and administrators, covenant and promise, to and with the said C. D., his executors and assigns, well and truly to pay, or cause to be paid C. D., his executors, administrators and assigns, the sum of — dollars, in manner following to wit: — dollars at the beginning of said work, — dollars more in — months, provided the said house be at least one half done, and the remaining — dollars in full for the said work, when the same shall be completely finished.

And also, that the said A. B., his executors, administrators, or assigns, shall and will, at his and their own expense, find and provide all the stone, brick, timber, and other materials necessary for making and building the said house.

To the true and faithful performance of all and singular the several articles and agreements aforesaid, each of the said parties binds himself, his heirs, executors, administrators, and assigns, in the penal sum of — dollars, firmly by these presents.

In witness whereof, we have hereunto set our, &c.

Sealed and delivered in presence of

C. D. (L. s.)
A. B. (L. s.)

Memorandum of Agreement after Sale of Land at Auction, for the Purchaser's use.

C. D. has this day purchased at auction, being the highest bidder therefor, a certain lot of land [describe the estate] for the sum of — dollars, and has deposited and paid into my hands, the sum of — dollars, in part payment of the purchase money, and I hereby bind the vender, G. H., to fulfil the conditions of this sale.

Witness my hand, this — day of —, A. D., 184—,
L. M. Auctioneer.

Agreement for the Sale or Purchase of Land.

ARTICLES OF AGREEMENT, made and entered into this _____ day of _____, one thousand eight hundred and forty _____, between A. B., of _____, of the one part, and C. D., of _____, of the other part, as follows:

In consideration of the sum of _____ dollars, to be paid as is hereinafter mentioned, the said A. B. doth for himself, his representatives and assigns, covenant, promise and agree, to and with the said C. D., his representatives and assigns, by these presents, that he, the said A. B., shall and will, on or before the _____ day of _____ next, at the proper costs and charges of the said A. B., and his representatives, well and sufficiently grant, convey, and affirm, by good and sufficient deed, unto the said C. D., and his representatives, in fee simple, clear of all incumbrance, all that farm, containing _____ acres, situate in the town of _____ in the county aforesaid, adjoining lands of E. F., and now in possession of G. H.; bounded as follows: [here insert the boundaries] together with all and singular, the buildings, improvements, and appurtenances.

In consideration whereof, the said C. D., for himself, and his representatives, doth hereby covenant, promise, and agree, to and with the said A. B., or his representatives, by these presents, that he the said C. D., and his representatives, shall and will, well and truly pay or cause to be paid, unto the said A. B., or his representatives, the sum of _____ dollars.

And for the true performance of all and every, the covenants and agreements aforesaid, each of the said parties to this instrument, binds himself, and his representatives and assigns, unto the other, his representatives and assigns, in the penal sum of _____ thousand dollars.

In witness whereof we have hereunto set our, &c.

Sealed and delivered in presence of

A. B. (L. s.)
C. D. (L. s.)

*Agreement to submit to Arbitration.**

KNOW ALL MEN BY THESE PRESENTS, That A. B. of _____, in the county of _____ and commonwealth [or, state] of _____, and the _____ Fire Insurance Company, a Corporation by law duly established in _____, in the county of _____

* See Award of Referees, p. 23, and Bond, p. 29.

and commonwealth [*or, state*] of —, have agreed to submit the demand, which the said A. B. has against the said Company upon a certain Policy of Insurance against fire, made by the said Company in favor of the said A. B., (a true copy of which Policy is hereunto annexed) to the determination of D. E. F., G. H. I. & K. L., of —, the award of whom, or the greater part of whom, being made and reported within — days from this day to the Court of — for the county of —, the judgment thereon shall be final: and if either party shall neglect to appear before the arbitrators, after due notice given them of the time and place appointed for hearing the parties, the arbitrators may proceed in his absence.

Dated this — day of — in the year of our Lord eighteen hundred and —.

A. B., Party Insured.
C. D., Pres't Ins. Co.

Sealed and delivered in presence of

[May be acknowledged.—See Forms of, pp. 5—8.]

Agreement for the Sale or Purchase of Real Estate.

ARTICLES OF AGREEMENT made this — day of —, 18—, between A. B., of —, of the one part, and C. D., of —, of the other part, as follows:—

That the said C. D. hath proposed to purchase of the said A. B. his estate, situated in —, and offered to pay the said A. B. the sum of — dollars for said estate, on the — day of — next ensuing; the said A. B. to remain in possession, and take the rents of said estate until said — day of —, when, upon receiving the price, or consideration money, said A. B. is to convey said estate to said C. D. in fee simple, with a good title and general warranty; and also with a release of dower, of the wife of said A. B.

This proposal on the part of said C. D. the said A. B. has accepted — therefore, each of said parties hereby promises to and with the other, that he will well and truly perform all things which on his part are necessary or proper to be done, to carry said bargain into effect, according to the true intent and meaning thereof. And in case either party shall fail to perform this engagement, he shall pay to the other party, the sum of — dollars, as and for agreed and liquidated damages, or application may be made to a

Court of Chancery to obtain specific performance of the contract.

In witness whereof, the said parties have hereunto interchangeably set their hands and seals the day and year first above written.*

A. B. [L. s.]
C. D. [L. s.]

Sealed and delivered in presence of

Agreement, Memorandum of, for the Sale of Flour.

IT IS AGREED by A. B. of —, and C. D. of — as follows:—

Said A. B. agrees to sell and deliver to C. D. at his store in —, on or before the — day of —, one hundred barrels of flour, warranted to be good and merchantable.

Said C. D. agrees to pay said A. B. — dollars, in full for said flour, in cash on delivery.

Witness our hands this — day of —, &c.

A. B.
C. D.

Executed in presence of

Agreement with a Clerk, or Workman.

ARTICLES OF AGREEMENT made, entered, and concluded, this — day of —, A. D. 184—. between A. B. and C. D., both of the town of —, county of —, and state of —, in manner following, to wit: the said C. D. covenants and agrees, faithfully, truly, and diligently to write [*or*, work] for, and act as the clerk [*or*, journeyman] of him, the said A. B., from the day of the date hereof, for and during the space of — years, if so long both parties shall live, without absenting himself from the same; during which time he, the said C. D., will resort to the said A. B.'s office [*or*, shop] in —, and there attend and do and perform the clerkship [*or*, work] aforesaid, without revealing any of the secrets of the said A. B., his occupation, or business. In consideration of which service, so to be performed, he, the said A. B., covenants and agrees, to allow and pay to the said C. D., the sum of — dollars, by four equal quarterly payments, or oftener, if required.

Provided, nevertheless, that if it should happen that

* The above Agreement was written by an eminent lawyer in Boston, at the particular request of a real estate broker, who has kindly furnished us with a copy.

the said C. D. shall fall sick, or shall be absent from the office [*or, shop*] of the said A. B., when he has employment for him, then such absent time shall be deducted, allowed for, and made up to the said A. B.

And for the true performance of all and singular, the covenants and agreements aforesaid, each of the said parties binds himself, his heirs, executors, and administrators, unto the other, his executors, administrators, and assigns, in the penal sum of ——— dollars, firmly by these presents.

In witness whereof, we have hereunto set our hands, &c.

Sealed and delivered in presence of

C. D. (L. s.)
A. B. (L. s.)

APPRENTICE. INDENTURE OF.

THIS INDENTURE, *made this — day of —, in the year —, by and between A. B., of —, in the county of —, ship carpenter, and C. D., of —, in the county of —, mason, Witnesseth, —

That the said A. B., in consideration of the covenants and agreements of the said C. D., hereinafter set forth and described, and in accordance with the consent and wishes of his son S., of the age of — years, who hereby signifies his assent by subscribing this indenture, doth intrust, bind, and hereby indent the said S. to the said C. D., to learn the art and trade of [here describe the particular trade or business] and with him, as an apprentice, to serve from the day of the date of this indenture, until the — day of — in the year —, at which time the said S. will arrive at the age of twenty-one years.

And the said A. B., for himself, his executors and administrators, doth covenant with the said C. D., his executors and administrators, that for and during the term

* Duplicate copies of this Indenture should be made, one for the master, and the other for the apprentice, his parent, or guardian. On the death of the master the apprenticeship is dissolved. A simple agreement for an apprenticeship, assented to by a parent or guardian having the custody of a minor, without written indentures, if established by competent and credible witnesses, will be sufficient to bind the parties. The master is liable for necessities furnished the apprentice, and also for medical attendance; and is entitled to his wages or earnings. If an apprentice leave his master, without his consent, the master can maintain an action for his earnings and wages against the person who shall employ him.

If an apprentice should be guilty of improper conduct, the master may, legally, be discharged from the contract. The services of the apprentice cannot be assigned; nor, if his master leaves the state, is he obliged to go with him.

Apprentices. All considerations, of money or other things, paid or allowed by the master, upon any contract of *service*, or apprenticeship, shall be paid or secured to the use of the minor.—*Mass. R. S. p. 495.*

aforesaid, the said S. shall well, truly and faithfully serve him, and shall give and devote to him his time and labor; that he shall not destroy or injure the property of the said C. D., but shall endeavor to advance the interest and benefit of his business, and shall conduct himself in a temperate, honest and industrious manner.

And the said C. D., for himself his executors, and administrators, doth hereby covenant with the said A. B., that he will truly and faithfully instruct and teach the said S., in the art and trade aforesaid, to the best of his knowledge and skill, and as far and fast as the said S. may show himself disposed and capable of learning the same;—that he will, during the term aforesaid, supply him with good and suitable food, lodging and clothing, and all things necessary in sickness and health, and teach him habits of industry and good morals.

And the said C. D. further covenants with the said A. B., that he will pay to the said S. the following sums of money; for the first year of his service, — dollars; for the second year of his service, — dollars; and for every subsequent year till he shall arrive at the age of twenty-one years, — dollars, the said sums to be paid annually on the first day of January.

And the said S. hereby signifies his assent to the terms and covenants in this indenture, and promises to keep and perform the same on his part.

In testimony whereof, we, the said A. B., C. D., and S. B., have hereunto set our hands and seals the day and year above written. Signed,

A. B. (L. s.)
C. D. (L. s.)
S. B. (L. s.)

Executed in presence of

ASSIGNMENTS.*

Assignment of a Bond, Debt, or Wages.

KNOW ALL MEN BY THESE PRESENTS, That I, C. D., for, and in consideration of — dollars, to me paid by A. B., of —, the receipt of which is hereby acknowledged, have granted, sold, assigned, and set over, and

* Assignment is the transferring or making over the interest one has in lands, goods, mortgages, rent, lease, wages, judgment, or policy of insurance; but an authority or trust cannot be assigned over, unless a power for that purpose is inserted in the instrument creating it.

A bond or debt is assignable, but the person cannot sue in the name of the assignor, unless a power for that purpose is inserted in the assignment.

All assignments of real or personal property made to defraud creditors are void.

by these presents do grant, sell, assign, and set over, [* the within written bond, or obligation, and all moneys due thereon, unto the said A. B., his executors, administrators and assigns, and I do hereby authorize the said A. B., in my name, or otherwise, to sue for and recover the same. And in case the same cannot be recovered of the obligor, then I promise and agree to pay the amount thereof, with all charges that may accrue thereon, unto the said A. B., his executors, administrators or assigns.]

Witness my hand and seal, this — day of —
C. D. (L. s.)

Executed in presence of

Assignment to be written on the back of any Instrument.

KNOW ALL MEN BY THESE PRESENTS, That I, the within named A. B., in consideration of the sum of — dollars to me paid by C. D., (the receipt whereof I hereby acknowledge,) do assign and transfer to the said C. D. and his assigns, all my interest in the within instrument, and every clause, article or thing therein contained; and I constitute the said C. D. my attorney, in my name or otherwise, but to his own use, and at his own risk and expense, to take all legal measures which may be proper for the complete recovery and enjoyment of the assigned premises, with power of substitution.

Witness my hand and seal this — day of, &c.
A. B. (L. s.)

Sealed and delivered in presence of

Assignment of a Lease.

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., in consideration of the sum of — dollars, to me paid by C. D., the receipt of which is hereby acknowledged, have granted, assigned, and set over, and by these presents do grant, assign and set over to the said C. D., his heirs and assigns, the lease within written, for the residue and remainder of the term therein mentioned.

To have and to hold the same, with the privileges and appurtenances, unto the said C. D., his heirs and assigns, in as full and ample a manner as the same is conveyed

* Substitute for the above, enclosed in [] the following, if for *Debt* or *Wages*, "a certain debt due me from E. F. of —, for goods sold and delivered; [or, *wages due me*], with full power to collect, and discharge or dispose of the same, in my name, at his own pleasure, risk and expense, and I do hereby covenant, that said debt [or, *wages*] is justly due, and that I have not done and will not do any act by which the collection thereof may be hindered or prevented."

to me, under the yearly rents and covenants within covenanted and contained, on my part to be done, kept and performed.

Witness my hand, &c.

A. B. (L. s.)

Scaled and delivered in presence of

Assignment of License.

KNOW ALL MEN BY THESE PRESENTS, That I, J. S., of —, in the county of —, and state of —, trader, in consideration of — dollars, to me paid by J. W., of —, in the county of —, and state of —, the receipt whereof I hereby acknowledge, do assign and convey all the right which I have to purchase and sell Day & Martin's Blacking, in —, in the county of —, and state of —, and in no other place.

Witness my hand, &c.

J. S. (L. s.)

Executed in presence of

Assignment to be written on the back of an Insurance Policy.

MARCH 13th, 184—. For value received, I hereby assign all my right and interest in the within Policy, to C. D.

A. B. (L. s.)

Approved,

A. W. T., *President.*

Assignment of Mortgage by Endorsement.

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., the mortgagee within named, for and in consideration of the sum of — dollars, to me paid by C. D., of — (the receipt whereof is hereby acknowledged) do by these presents grant, bargain, sell, assign and set over unto the said C. D., his heirs, executors, administrators, and assigns, the within deed of mortgage, and all my right, title and interest to the estate herein mentioned and described, together with the original debt for which said mortgage was given, and all evidence thereof, and all the rights and appurtenances to the same belonging.

To have and to hold, all and singular the premises, hereby granted and assigned, or mentioned or intended so to be unto the said C. D., his heirs, and assigns, forever; subject, nevertheless, to the right and equity of re-

demption of the within named E. F., his heirs, and assigns in the same.

Witness my hand and seal, the —— day of, &c.

A. B. (L. s.)

Signed, sealed and delivered in presence of

*An Assignment of Policy of Insurance.**

KNOW ALL MEN BY THESE PRESENTS, That I, the within named A. B., for and in consideration of the sum of —— dollars to me paid by C. D., of ——, (the receipt whereof is hereby acknowledged,) do grant, sell, assign, transfer and set over to him, the said C. D., all my right, property, interest, claim and demand, in and to the within named policy of insurance, which have already arisen or which may hereafter arise thereon, with full power to use my name, so far as may be necessary to enable him fully to avail himself of the interest herein assigned.

The conveyance and power herein made, and given, are intended to bind myself and my legal representatives to said C. D., and his legal representatives.

In testimony whereof, I have hereunto set my hand, &c.

A. B. (L. s.)

Signed, sealed and delivered in presence of

An Assignment of Contract,

KNOW ALL MEN BY THESE PRESENTS, That I, the within named A. B., in consideration of the sum of —— dollars paid me by C. D., (the receipt whereof is hereby acknowledged,) do assign, transfer and make over to the said C. D. and his assigns, all my right, title, interest, and claim in the within written contract with G. H., and every clause, article, or thing therein contained. And I constitute the said C. D. my attorney, in my name, but to his own use, and at his own risk and expense, to take all legal measures which may be proper for the complete recovery and enjoyment of his rights under said contract.

In witness whereof, I have hereunto set my hand and seal, this —— day of ——, in the year eighteen hundred and —.

A. B. (L. s.)

Sealed and delivered in presence of

* To make this assignment available in all cases, it should be assented to by the insurers.

*Assignment of Shares in—— Copper Mining
Company, [or any other.]*

BE IT KNOWN, That I, I. R. B., of ——, within-named, in consideration of —— dollars, to me paid, by W. L., of ——, the receipt of which is hereby acknowledged, do hereby sell, assign and transfer to the said W. L., his executors, administrators, and assigns, three of the within named Shares in the —— Copper Mining Company, to wit: Shares numbered 24, 25 and 26, and all my beneficial interest in the funds and property of the said Association, and the net earnings and profits which may accrue from the business thereof, to which I am or might be entitled, by virtue of the Shares hereby transferred, subject to all the provisions and stipulations, mentioned or referred to in the within written Certificate.

Witness my hand, &c.

I. R. B. (L. s.)

Scaled and delivered in presence of

Assignment and Acceptance of Dower.

THIS INDENTURE made between A. B., of —— and F. D., of ——, widow of C. D., late of ——, deceased. Witnesseth,

That A. B. hereby assigns to said —— [name the premises]; to hold to her, during her natural life, as her dower in all the lands and tenements, whereof the said C. D. was seized, at the time of his decease; and said F. D. hereby accepts the said premises as her dower in all the said lands and tenements, and releases her right and claim to all the residue of the said lands and tenements.

Witness our hands and seals the —— day of ——, &c.

A. B. (L. s.)

F. D. (L. s.)

Executed in presence of

Assignment of Debt.

KNOW ALL MEN BY THESE PRESENTS, That I, I. B. of ——, carpenter, in consideration of the release of the sum of eight hundred dollars owing to M. G., do hereby assign and transfer to said M. G. and his legal representatives, the sum of eight hundred dollars, which is secured to me by the indenture of assignment between

the late firm of B. & D., of the first part, M. G., M. L. & W. T., of the second part, and sundry persons creditors of B. & D. of the third part, as will appear by said indenture and the schedule thereto annexed; and I do hereby authorize said M. G. to demand, recover and receive the said sum of money from said assignees, and to use all due means in law or in equity for the recovery thereof, if need be. And I do covenant with the said M. G., that in case the property assigned to said assignees and the funds appropriated to said creditors shall fall short of satisfying him in full, so that the said M. G., without any fault on his part, shall be prevented from realizing the whole of said sum of eight hundred dollars, I will make up and pay to him the said deficiency in — months, after the same shall be ascertained, and the final dividend of the effects of B. & D. shall have been paid to him, the said M. G.

In testimony whereof, I have hereunto set my, &c.

I. B. (L. s.)

Executed in presence of

A W A R D S . *

Award by Three Arbitrators.

KNOW ALL MEN BY THESE PRESENTS, That, whereas differences and disputes have been and are yet depending and unsettled between A. B. and C. D., for the settling and determining whereof, the said parties have submitted themselves, and are become bound, each to the other, by

* Award, or arbitration, is an amicable, and generally expeditious and cheap method of adjusting controversies and litigations, when the parties can agree to submit the subjects in dispute to one or more persons chosen by themselves. Their agreement to submit is termed the submission. Except in matters of trifling importance, it should be in *writing* and may be by *bond*, or by a *rule of Court*. It should name the arbitrators, should define the subjects of controversy, limit the time of making the award, and clearly state all the agreement of the parties. It may authorize two or more arbitrators to choose another, or to choose an umpire in case of difference. If the submission does not otherwise provide, all the arbitrators must be present at the hearing, and must agree to the award.

If the submission be in writing, the award should also be in writing.

The proceedings at the hearing, and the award itself, should perfectly agree with the terms of the submission. The award should be a clear, distinct and final determination of each and all the matters of controversy contained in the submission, and should embrace nothing more.

If it be a rule of Court, it should be sealed up and returned to Court, otherwise copies should be given to each party. Arbitration Bonds should be in common form with condition to submit as agreed, and to perform the award.

See Bond of Arbitration, page 29,

their several obligations, dated the — day of —, now last past, in the sum of — dollars, with conditions therein written, to obey, observe, perform and abide by, and keep the award, arbitrament, determination, and judgment of us, the said E. F., G. H., and I. J., arbitrators chosen, as well on the part and behalf of the said A. B., as on the behalf of the said C. D., to award, arbitrate, determine and judge, of and concerning all the said matters in difference, and all and any actions, suits, judgments, executions, accounts, controversies, trespasses, damages, and demands whatsoever, both in law and equity, or depending by and between the said A. B. and C. D., so as the said award, determination, and judgment of us, the said E. F., G. H., and I. J., for and concerning the premises, be made and put in writing, under our hands and seals, on or before the — day of —, as by the said obligations and conditions thereof doth more fully appear.

Now know ye, that we, the said E. F., G. H., and I. J., arbitrators as aforesaid, taking upon us the charge of the said award and arbitrament, and having deliberately heard and considered the allegations of both parties concerning the premises, do thereupon make this our award, arbitration, and judgment, in writing, between the said parties, of and concerning the premises, in manner and form following, that is to say:—First, we do award, arbitrate, and determine, by these presents, that the said A. B., his heirs, executors, or administrators, do and shall pay, or cause to be paid, unto the said C. D., the sum of — dollars, and that upon the payment thereof, each of them, the said C. D. and E. F., shall seal and subscribe, and as their several act and deed, deliver unto the other of them, a general release in writing of all manner of actions, suits, cause and causes of action, bonds, bills, covenants, controversies, and demands whatsoever, either of them hath against the other of them, by reason of the matters aforesaid.

In witness whereof, the said arbitrators have set their hands and seals, the — day of —, one thousand eight hundred and forty —.

E. F.	[L. s.]
G. H.	[L. s.]
I. J.	[L. s.]

Award by Referees — (another.)

WE THE UNDERSIGNED referees, appointed by the within rule of Court, [or, *by a bond or agreement of submission*] dated the — day of —, having notified and met the parties, and heard their several allegations, proofs, and arguments, and having duly considered the same, do award and determine, that the said A. B. shall recover of the said C. D. — dollars, [together with costs of Court, to be taxed by the Court,] and the costs of this reference, which is taxed at — dollars, and that the same shall be in full of all matters referred to us.

Dated at — this — day of — A. D. 184—.

E. F.
G. H.
I. K.

**Award by Referees — (another.)*

[Direction.]

To the Court of — for the County of — State of —, [or, To the — Insurance Company and A. B., of —, in the State of —]: —

The within is the Award of D. E. F., G. H. I. & K. L., Referees to Assess the Loss or damage by fire on Mr. A. B.'s house, No. 1 — street.

Agreement.

—, ss. B—, Nov. 3, 184—. We the subscribers individually agree to open the within Award, and to abide by the decision of it, the same as if opened in Court.

C. D., Pres't of — Ins. Com.
A. B., Party Insured.

Witness,

A W A R D .

PURSUANT to the annexed agreement of reference, the referees therein named, D. E. F., G. H. I. & K. L., met on the — day of —, current, and having duly notified the parties, and duly considered the matters in dispute, unanimously awarded that the said — Fire Insurance Company should pay to the said A. B. the sum of — dollars and — cents, in full of all demands, under the Policy of Insurance, a copy of which is annexed to said agreement of reference — part thereof to each, and should also

* See Agreement of Submission, p. 12.

pay the costs of this reference, amounting to the sum of — dollars.

In witness whereof we have hereunto set our hands and seals this — day of —, in the year of our Lord one thousand eight hundred and —, at — in the county of —.

D. E. F. [L. s.]
G. H. I. [L. s.]
K. L. [L. s.]

BILLS.

Bill of Lading.

SHIPPED IN GOOD ORDER AND CONDITION, by —, on board the — called the —, whereof — is Master, for this present voyage, now lying in the port of — and bound for —. To say : [insert description of merchandise] being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid port of —, (the dangers of the seas only excepted,) unto — or assigns, he or they paying freight for the said goods —, with — prime and average accustomed.

In witness whereof, the Master of the said vessel hath affirmed to three Bills of Lading, all of this tenor and date, one of which being accomplished, the others to stand void.

Dated at —, this — day of —, 184—.

A. B.

*Bill of Sale of Registered or Enrolled Vessel.**

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., of —, for and in consideration of the sum of — dollars to me paid by C. D. of —, (the receipt whereof I do hereby acknowledge,) do grant, bargain, and sell unto the said C. D. all the hull or body of the good ship —, together with all and singular her —, now lying at —, and — at the port of —, the certificate of whose registry or enrolment is as follows, viz. [Here recite the whole certificate of registry (or enrolment) in the words of it.]

To have and to hold the said ship — with all her appurtenances, unto the said C. D., his heirs, executors,

* A Bill of Sale of a ship at sea, or in foreign port, is good against all persons without delivery, but the vendee should take possession as soon as practicable.

administrators or assigns, to his and their proper use, benefit, and behoof forever. And I, the said A. B. do avouch — to be the true and lawful owner of the said ship —, and her appurtenances, and have full power, good right, and lawful authority, to dispose of the said ship and her appurtenances in manner as aforesaid.

And I do hereby covenant to warrant and defend the said ship, and appurtenances, unto the said C. D. against the lawful claims and demands of all persons whatsoever.

In witness whereof, I have hereunto set my hand and seal this — day of —, in the year one thousand eight hundred and forty —. A. B. (L. s.)

Sealed and delivered in presence of

*Bill of Sale of Goods.**

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., of the town of —, county of —, and state of —,

* A Bill of Sale is a contract, by which one person transfers to another the right and interest which he has in goods or chattels.

There should be a delivery of goods sold under a Bill of Sale, where the articles are of a nature to be delivered.

See, also, note to Agreements, pages 9 and 10.

If a man sells goods which he acquired possession of feloniously, or wrongfully, as by robbery, stealth, piracy, or the like, his sales do not bind; for the rightful owner may seize them in any one's hands.

Action upon the case for a deceit lies where a man, by a false affirmation of a thing within his knowledge, deceives in the sale of goods.

If where a merchant sells cloth that he knows to be badly fulled.

If a person sells a jewel for instance, under a denomination to which he knows it does not belong.

If a man sells goods as his own when they are the goods of another; or if he says they are B.'s goods when they are the goods of C.

If he sells a horse affirming him to have been his from a colt, where he was not.

And in these cases action lies before the goods are taken by the original owner, and even before the buyer has paid any money for them.

So action on the case lies for a false warranty as that sheep are sound, and will continue sound for a year, even if the illness were unknown to the seller.

If a man warrants a piece of cloth to be a certain width when it is not.

If one warrants goods to be merchantable when they are in bad condition.

If a man by false affirmance procures a thing to be done; as if he says he is of full age, when he is not, and thereby procures money on a mortgage.

If a dry goods dealer sells bad cloths upon which he had put the mark of one who made good cloths.

But a warranty of goods, in order to be binding, must be made in consequence of the bargain, and at the time of the bargain.

It will bind if made before payment of the price; for that is the completion of the bargain.

The owners of property sold by an agent are not liable for any erroneous representation made at the sale by the agent.

A voluntary sale of goods, with an agreement that the vendor is to keep the possession, is fraudulent and void except in special cases shown to the court and approved by them.

Should a bill of sale, lease, assignment, mortgage, or other conveyance be made without a valuable consideration therefor, whether in possession or not, such conveyance is fraudulent. If possession is to take place after certain

trader, for and in consideration of the sum of — dollars, to me in hand paid by C. D. of —, (the receipt whereof is hereby acknowledged,) have bargained, sold, and delivered, and by these presents do bargain, sell, and deliver unto the said C. D., [here insert the particulars of the goods sold,] to have and to hold the said goods unto the said C. D., his executors, administrators and assigns, to his and their own proper use and benefit forever.

And I, the said A. B., for myself, my heirs, executors, and administrators, will warrant and defend the said bargained goods unto the said C. D., his executors, administrators, and assigns, from and against all persons whomsoever.

In witness whereof, I have hereunto set my hand, &c.

A. B. (L. s.)

Executed in presence of

* BONDS.

Common Bond.

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., of —, in the county of —, and state of —, merchant, am held and firmly bound unto C. D., of —, county of —, state of —, physician, in the sum of — dollars, [this sum should be double in amount of the matter named in the condition, to cover costs and contingencies,†] to be paid to the said C. D., his executors,

conditions are performed, at some future time, possession will remain in the vendor.

A bill of sale is void against creditors, if made to a son or any other relation, in consideration of blood or natural affection, but must be so stated in the contract.

Should a bona-fide sale be made of furniture, tools or other chattels, and the vendor still continue in possession of the same, he must do so under a lease granted by the purchaser, and paying rent therefor.

* Bond is a deed binding the obligor, his heirs, executors and administrators to perform some act. A condition is generally added which makes the obligation void if the act be performed, otherwise it remains in full force.— A penalty for non-fulfilment of the condition is generally annexed, in double the principal sum. If a bond be sealed and delivered, though it bear no date, it is valid.—If a bond be interlined, or words are erased, in important parts, it will render it void.—Bonds and all penal obligations, in whatever form, to do an act forbidden by law, or to forego any privileges secured to a man by law, are void. The same is true of agreements, or obligations to divide the profits or gains, to be derived from illegal speculations or business. Thus a bond or note to pay illegal interest, a sum of money won at gaming, or to commit a trespass on the property, or an assault on the person of another, is void; as is likewise an obligation not to plead usury, infancy or any other legal defence to a suit, or not to prosecute a man for a crime, or for cheating, or taking an illegal advantage of another.

† In a suit on a bond, judgment may be rendered for the amount of the penalty expressed, but execution will be issued only for the amount due in equity and good conscience, the amount to be determined by the court, or on motion of either party, by a jury.

administrators and assigns, to which payment well and truly to be made, I do bind myself, my heirs, executors and administrators, firmly by these presents.

In witness whereof, I have hereunto set my hand and seal, the —— day of ——, A. D. one thousand eight hundred and forty ——.

The condition of this obligation is such, That, if the above bound A. B., his heirs, executors and administrators, or any of them shall and do, well and truly, pay or cause to be paid unto the above named C. D., his executors, administrators and assigns, the just and full sum of —— dollars lawful money aforesaid, with legal interest for the same, on or before the —— day of ——, in the year of our Lord one thousand eight hundred and forty ——, without fraud or further delay, then this obligation is to be void and of no effect, or else to remain and be in full force and virtue.

A. B. (L. s.)

Scaled and delivered in presence of

L. M.

S. B.

A Bottomry Bond.

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., Master, and one-fourth owner of the ship ——, for myself and C. D., who owns the other three-fourths of said ship, am held and firmly bound unto E. F. in the penal sum of —— dollars, lawful money, for the payment of which, well and truly to be made unto the said E. F. his heirs, executors, administrators, or assigns, I hereby bind myself, my heirs, executors and administrators, firmly by these presents.

In witness whereof, I have hereunto set my hand and seal, this —— day of ——, in the year 184—.

Whereas, the above bound A. B. hath taken up and received of the said E. F. the full and just sum of —— dollars, which sum is to run at respondentia on the block and freight of the ship ——, whereof the said A. B. is now master, from the port of ——, on a voyage to the port of ——, having permission to touch, stay at, and proceed to call at ports and places within the limits of the voyage, at the rate or premium of —— per cent for the voyage.

In consideration whereof, usual risks of the sea, rivers, enemies, fires, pirates, &c., are to be on account of the said

E. F. And for further security of the said E. F. the said A. B. doth by these presents, mortgage and assign over to the said E. F. his heirs, executors, administrators and assigns, the said ship — and her freight, together with all her tackle, apparel, &c. And it is hereby declared, that the said ship —, and her freight is thus assigned over, for the security of the respondentia taken up by the said A. B., and shall be delivered to no other use or purpose whatever, until payment of this bond is first made, with the premium that may become due thereon.

Now the condition of this obligation is such, That, if the above bound A. B., his heirs, executors or administrators shall, and do well and truly pay, or cause to be paid unto the said E. F., or to his attorneys legally authorized to receive the same, their executors, administrators or assigns, the full and just sum of — dollars, being the principal of this bond, together with the premium which shall become due thereon, at or before the expiration of — days after the safe arrival of the said ship — at the port of —; or in case of the loss of the said ship, such an average as by custom shall have become due on the salvage, then this obligation is to be void and of no effect, otherwise to remain in full force and virtue.*

Having signed to three bonds of the same tenor and date, the one of which being accomplished, the other two to be void and of no effect.

A. B., *for self and C. D.* (L. s.)

Sealed and delivered in presence of

* *Bottomry* is a contract in the nature of a mortgage, by which money is borrowed on the joint security of a ship and its owners, repayable on the ship terminating her voyage successfully. It may be executed either by bill on the part of the borrower, or by a mutual bond, provided the conditions be clearly expressed. At home, the contract is entered into by the owners, or by the master as their agent. In a foreign country, the master has full authority to bind the owners, and hypothecate the ship and freight by a bottomry-bond, in cases of necessity. The lender of the money may take any amount of interest, without being liable to the usury laws. But this interest only continues with the sea risk; when that ceases, the interest continues to run at the ordinary rate.

Respondentia is a contract by which money is raised on the chance of the safe arrival of a ship's cargo. It is to be used in the same emergencies as bottomry, and gives the creditor the same recourse against the borrower. The security is merely personal. *Bottomry* is a loan upon the ship,—*Respondentia* a loan upon the cargo. In the former, the ship, tackle, and person of the borrower are liable; in the latter, the person only. In bottomry should the goods be lost, the lender runs no risk, but upon respondentia though the ship be lost and goods saved, the lender must be paid his principal and interest. Except this, bottomry and respondentia are the same.

Condition of a Bond of Arbitration, or condition to perform an Award.*

KNOW ALL MEN BY THESE PRESENTS, [as on p. 26.] The condition of this obligation is such, That, whereas differences have arisen, and are now depending between said C. D. of the one part and E. F. of the other part, [Here name particularly the matter in dispute] which differences, and all demands concerning the same, and all actions, causes of action, judgment, executions, controversies, and demands whatsoever, at any time heretofore commenced, prosecuted, or depending by or between the said parties, for or by reason of any other matter, cause or thing, before the date of this instrument, the said parties have agreed, and do by these presents agree, to refer to the award and determination of A. B., N. S., and G. H., arbitrators, indifferently chosen and selected by and between the said parties.

Now if the said C. D., his executors and administrators, on his and their part, shall and do, in and by all things well and truly observe, perform, and keep the award and determination, which the said arbitrators, or any two of them shall make and publish of or in the premises, in writing under their hands, on or before the — day of —; then this obligation is to be void, otherwise to remain in full force and virtue.

C. D. (L. s.)

Scaled and delivered in presence of

Condition of a Bond of Indemnity.

KNOW ALL MEN BY THESE PRESENTS, [as on p. 26.] The condition of this obligation is such, That, whereas the above named C. D., at the special request of the said A. B., and for his debt together with and as well as he the said A. B. are held and firmly bound unto a certain E. F., of —, in and by an obligation bearing date the — day of —, A. D. 184—, in the penal sum of — dollars as aforesaid, conditioned for the payment of — dollars, on or before the — day of —, together with lawful interest for the same, as by the same obligation and condition thereof, reference being had to the same, appears. If, therefore, the said A. B., his heirs, executors, or administrators shall, on or before said — day of

* See Award of Arbitrators, page 21.

—, well and truly pay, or cause to be paid, unto the above-named E. F., his executors, administrators or assigns, the aforesaid debt, or sum of — dollars, with interest, in the discharge of the said recited obligation; and also shall, from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless, and indemnify the said C. D., his heirs, executors and administrators, of and from the said obligation, and from all actions, costs and damages, for or by reason thereof; then this obligation is to be void, otherwise to remain in full force and virtue.

A. B. (L. s.)

Scaled and delivered in presence of

*Bond to convey Real Estate on payment of a sum of Money.**

KNOW ALL MEN BY THESE PRESENTS, [as on p. 31.] The condition of the above obligation is such, That if within one year from this date, upon the request of the said C. D., or his heirs, executors or administrators, and the payment of the sum of — dollars, lawful money of the United States, the said A. B., his heirs, executors, or administrators shall make, execute and deliver to him the said C. D., his heirs, executors, administrators, or assigns a good and valid deed in fee with customary covenants of warranty of a certain parcel of land with the buildings thereon, bounded and described as follows, to wit: [here insert the boundaries and description,] the premises being then in as good condition as they now are, necessary decay and deterioration excepted, and shall also duly acknowledge the same to be his free act and deed, then the obligation above written shall be wholly void and of no effect, but otherwise the same shall be and remain in full force and virtue.

A. B. [L. s.]

Scaled and delivered in presence of

* This Bond may be given to secure the fulfilment of an original contract, or as a bond of defeasance of a deed given as collateral security for money loaned. The condition may stipulate for a quit claim or other conveyance. Any written instrument shewing, either by coincidence of date, or by express words, that a deed purporting to be an absolute conveyance, is to be void or be cancelled on the payment of a sum of money, or the performance of any other condition, will have effect between the parties, and if recorded in the county where the land lies, will have effect upon subsequent purchases, so that the deed and instrument of defeasance taken together will operate as a mortgage, and the grantor will be entitled to an equity of redemption, and all the privileges of a mortgagor. If the writings should purposely be so drawn and dated that they should appear to be independent and disconnected, the grantor would be entitled by a bill in equity to a discovery of the fact of the concealed intention of the parties that the deed should only operate as a mortgage, and the deed would then take effect only as a mortgage, unless previously conveyed to purchasers without notice.

*Bond for Conveyance of Real Estate, on the payment
of a sum of Money.**

KNOW ALL MEN BY THESE PRESENTS, That we, J. G., J. P. F. and J. A. V., all of —, in the county of —, and commonwealth [or, state] of —, and S. K. of —, in the county of —, and commonwealth [or, state] aforesaid, are — holden and stand firmly bound and obliged unto J. E. in the full and just sum of — dollars to be paid unto the said J. E., his executors, administrators or assigns: to which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly by these Presents.

Witness, our hands and seals. Dated the — day of — in the year of our Lord one thousand eight hundred and —.

The condition of this obligation is such, That whereas, J. E. has this day purchased of the said G. and others, four certain pieces or parcels of land situated in, — in the county of — aforesaid, being those four certain pieces designated as lot —, on a plan of lots of land belonging to J. A. V., which plan was made by J. L., and is recorded with — Deeds, Book 148, and to which plan reference is here made for a more particular description of said lots: And, whereas, the said J. E. has paid the said G. and others the sum of — dollars, it being one third part of the sum which the said J. E. has agreed to pay for said lots. Now, therefore, if within two years from this date the said J. E., or his assigns, shall pay unto the said G. and others, or their assigns, the further sum of — dollars, it being the remainder of the sum which the said J. E. has agreed to pay for said lots, and until such payment, pay interest on said sum semi-annually, at the rate of six per cent. per annum; and upon such further payment and interest as aforesaid, if the said G. and others shall convey or cause to be conveyed unto the said J. E. or his assigns, the aforesaid four lots of land by good and sufficient Deed with covenant of warranty† against all incumbrance, then this obligation shall be void and of no effect, otherwise to remain in full force, power and virtue.

J. G.	[L. s.]
J. P. F.	[L. s.]
J. A. V.	[L. s.]
S. K.	[L. s.]

Scaled and delivered in presence of

* Land Bond given at land sale in Lawrence city.

† See Warranty Deed, page 40.

Bond of Treasurer [or Trustee] of a Lodge of I. O. of O. F., or of any similar Association.

KNOW ALL MEN BY THESE PRESENTS, That we, A. B., as principal, and C. D. & E. F. as sureties, all of — in the county of — and state of —, are held and firmly bound unto G. L., — and J. B., — both of — aforesaid, in the sum of — dollars, to be paid unto the said L. and B. or their successors in office, or their certain attorneys, executors, administrators, or assigns. To which payment well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals and dated the — day of —, eighteen hundred and —.

The condition of this obligation is such, That whereas the above named A. B., has been chosen by an Association, known as, — Treasurer, [or, one of the Trustees] of said Association, by reason whereof, and as such Treasurer [or, Trustee,] he will receive into his hands and possession divers sums of money, goods and chattels and other things, the property of said Association; and is bound to keep true and accurate accounts of said property, and of his receipts and disbursements for and on account of said Association:

Now, therefore, if the said A. B. shall well and truly perform all and singular the duties of Treasurer [or, Trustee] of said Association, for and during his official term, and until he shall deliver all the property which he may receive as such Treasurer [or, Trustee,] to his successor in said office, or to such other person as the said Association or its authorized officers may direct, according to the provisions of the Constitution, By-Laws, Rules and Regulations of said Association now existing, or which may be by said Association adopted, then this obligation shall be null and void, otherwise remain in full force and virtue.

A. B. (L. s.)
C. D. (L. s.)
E. F. (L. s.)

Sealed and delivered in presence of

P. S.
N. B.

* This Bond was written by an able lawyer, and particular care taken in its construction, so that it should agree with all legal requirements.

COPARTNERSHIP.*

Articles of Copartnership between Two Tradesmen.

ARTICLES OF AGREEMENT made the —— day of——, A.D. one thousand eight hundred and forty ——, between J. D. of ——, of the one part, and R. R., of ——, of the other part.

The said J. D. and R. R. have agreed, and by these presents do agree, to become copartners together in the art or trade of ——, and do hereby promise to be governed by the following articles, namely :

First. The said business shall be carried on under the name of D. and R.

Second. Each of said partners shall furnish in cash a capital of —— dollars, of which the sum of —— dollars shall be advanced by each partner immediately, and the remainder by three equal monthly instalments of —— dollars.

Third. Each of said parties shall give his personal attention and devote his time, during reasonable hours of business, wholly to the interests of the firm, and shall use his best skill, judgment and discretion in promoting the profits of the business; and during the continuance of this agreement neither of said partners shall engage in any speculations on his own separate account, to, or be in any way interested in any other business than that of the copartnership hereby established.

Fourth. The accounts of the said parties shall be kept in regular books, by double entry, [or single entry,] so long as either party shall desire it, and every transaction shall be duly entered, and the said books shall at all times be open to the inspection and free use of either party.

Fifth. Neither of said parties shall assume any pecuniary liability, either in his own name or that of the firm, for the accommodation of any other person without the written consent of the other party.

Sixth. All purchases of goods exceeding the value.

* A partnership is a contract between two or more persons, to participate in the profit and loss of the use and application of their capital, labor, and skill. It is an act of great importance to the contracting parties, for when a man enters into partnership, he commits his dearest rights to the discretion of every one who forms a part of that partnership in which he engages.

of ——— dollars shall be the subject of consultation and mutual agreement by the partners.

Seventh. Neither party shall withdraw from the business of the concern more than his share of the profits, which may have accrued, nor more than ——— dollars monthly.

Eighth. An account of the joint stock and the joint liabilities shall be taken at the expiration of each year from the date of this instrument, and at any other time when either of the parties shall in writing request it.

Ninth. If either party shall intentionally violate either of the articles of this agreement, the other party may immediately give public notice of the dissolution of copartnership, but otherwise it shall continue — years from this date.

Tenth. The division of the profits or losses in the business shall be equal.

Eleventh. In case of any disagreement between the parties hereto at the close of said partnership, all matters of difference shall be submitted to the arbitration and award of arbitrators, mutually chosen and agreed upon; and if the parties cannot mutually agree upon arbitrators, they shall each name two persons, and the award of the arbitrators mutually chosen, or of any three of the four persons nominated as above by the parties respectively, shall be a final decision of all controversies relating to the partnership, and if either party refuse to join in this proceeding, the other may proceed *ex-parte*.

And in testimony of our agreement to each of the aforesaid articles, we hereunto set our hands and seals the day and year above written.

Scaled and delivered in presence of

C. D.
B. R.

J. D. [L. s.]
R. R. [L. s.]

Substitute for the Second and Tenth Articles. — Second. The said J. D. shall invest in the business aforesaid, a capital of five thousand dollars, to be advanced immediately, and the said R. R. a capital of three thousand dollars, in three equal monthly instalments, the first of which shall be advanced within ten days from the date of this instrument.

Tenth. — Any losses which at the dissolution of the partnership may be found to have accrued, shall be shared in proportion to the capital invested by the said parties respectively. And whereas the said R. R. has been for many years engaged in the business aforesaid, and the said J. D. has had no experience, the following rule shall be adopted for the division of the profits which may be made, to wit:—

To the capital stock of the said R. R. shall be added the sum of ten thousand dollars, and to the capital stock of the said J. D. shall be added the sum of six thousand dollars, the said sums thus added being the respective amount, which at a profit of fifteen per cent. per annum, would produce the estimated value of their personal services, and the profits which may accrue in the business shall be shared in the proportion of the aggregates of the sums produced by the aforesaid additions respectively.

Agreement to continue the Copartnership :—to be endorsed on the back of the Articles.

IT IS AGREED, That the partnership which has expired this day [or, mention the day when it will expire,] by limitation, contained in the within written articles, is hereby continued on the same terms, for the further term of — years from this date, with all the provisions and restrictions herein contained.

In witness whereof, we have hereto set our hands, &c.

J. D. (L. s.)
R. R. (L. s.)

Executed in presence of

** Dissolution of Copartnership, and Assignment of Interest.*

IT IS AGREED, That the copartnership, existing between J. D. and R. R., both of —, heretofore known under the name of D. & R., is this day dissolved, [or, mention the day when it is to take place.]

Now, therefore, in pursuance of said agreement, and in consideration of — dollars, paid and secured to the said R. R., he, the said J. D., doth grant, sell, assign, and set over to the said R. R., all his interest and right in all the goods, merchandize, and stock in trade, and all the books, debts, and demands due said partnership, of whatever kind or nature, with full power to collect the same, by writs at law, or equity, and for his own use and benefit, and to hold the same free from all claims by the said J. D., his executors, administrators, or assigns.

And the said J. D. further agrees, that he will not do any act by which the said R. R. may be delayed or hindered from collecting any of said debts or demands, and that he will, on request, execute any proper instrument, for enabling said R. R. to collect the same.

And these presents further witness, That the said R. R., for himself, his executors, and administrators, doth covenant with the said J. D., his executors and administrators, that he will pay all debts and demands which are now due and owing by the said firm, to any person or persons, for any matter relating to the said partnership,

* A dissolution of copartnership, should be published immediately after it takes place, and a special notice sent to those who have dealings with the company.

and save him, the said J. D., harmless from all actions, costs, or expenses for, or concerning the said debts and liabilities.

Witness our hands and seals, &c.

J. D. (L. s.)
R. R. (L. s.)

Sealed and delivered in presence of

COMPOSITION WITH CREDITORS.

To all to whom these presents shall come, we, the undersigned and undersealed, creditors of C. D. of —, send Greeting:—

Whereas the said C. D. does justly owe, and is indebted unto us, his said several creditors, in divers sums of money, which he has become unable fully to pay and discharge, therefore, we, the said creditors, do consent and agree with the said C. D. to demand less than the full amount of our respective claims and dues, and to accept of — cents for every dollar, owing and due to us and each of us, the creditors of said C. D., in full satisfaction and discharge of our several and respective debts and demands.

And we, the several creditors aforesaid, do for ourselves, our heirs, executors and administrators, covenant, promise and agree, to and with the said C. D., that we will, and our heirs, executors, and administrators shall, accept, receive and take the said sum of — cents on a dollar from said C. D. on each of our several claims and debts, in full discharge and satisfaction of the same, to be paid to each of us, our heirs, &c., within the space and time of — months from the date hereof.

And we, the creditors aforesaid, do further severally and respectively covenant, promise, and agree with the said C. D., that he shall and may within said time of — months from the date hereof, assign, sell or dispose of his goods and chattels, wares and merchandize, at his own free will and pleasure, for the payment and satisfaction of the said — cents on the dollar of each of our respective debts, and that neither of us, the several creditors, or any of us shall or will at any time hereafter, sue, arrest, molest or trouble the said C. D. or any of his goods and chattels, for any debts due to us or any of us, on condition that said C. D. does, within the time

mentioned, well and truly pay, or cause to be paid to us, his several creditors, the said sum of — cents on the dollar of each of our several and respective claims and debts against him.

And all and each of the grants, covenants and agreements herein contained, shall extend to and bind our several executors, administrators and assigns, as well as ourselves.

In witness whereof, we have hereunto set our, &c.

A. B.	[L. s.]
E. F.	[L. s.]
G. H.	[L. s.]

Signed, Sealed and delivered in presence of

H. S.
G. K.

COVENANTS TO DEEDS.

AND I, the said C. D., for myself and my heirs, executors and administrators, do hereby covenant to and with the said G. H., his heirs and assigns, that I will, &c.

And we, the said A. B. and B. B., for ourselves and our heirs, executors, and administrators, do hereby jointly and severally covenant to and with the said C. C., his heirs and assigns, that, &c.

And I, the said A. A., for myself and my heirs, do hereby covenant and agree to and with the said B. B., and his heirs and assigns, that I am now the owner of said premises, and am seized of a good and indefeasible estate of inheritance therein, and that I have full right and power to sell and convey the same in fee simple absolute; that the said premises are free and clear of all incumbrances; that the said B. B., his heirs and assigns, may forever hereafter have, hold, possess, and enjoy the same, without any suit, molestation, or interruption, by any person whatever, lawfully claiming any right therein.

And that I, the said A. A., and all persons hereafter claiming under me, will at any time hereafter, at the request and expense of the said B. B., his heirs or assigns, make all such further assurances for the more effectual conveying of the said premises, with the appurtenances, as may be reasonably required by him or them.

And the said A. B. doth hereby, for himself, his heirs, executors and administrators, covenant, and agree, to and with the said C. D., his heirs, executors, administrators, and assigns,

that the said C. D., his heirs and assigns, shall and may peaceably and quietly have, hold, and enjoy the said lands, tenements, hereditaments, and premises, and every part and parcel thereof, without the let, suit, trouble, eviction, or disturbance of the said A. B., his heirs or assigns, or of, or by any other person or persons lawfully claiming, or to claim from, by, or under, or in trust for him, them, or any of them.

D E E D S.*

[Deeds must be acknowledged and recorded.—See Forms of Acknowledgment, pages 5, 6, 7, and 8.]

Quit-Claim Deed.†

KNOW ALL MEN BY THESE PRESENTS, That we, A. B., of —, in the county of —, merchant, and B. B., also of said —, single woman, in consideration of the sum of — dollars to us paid by C. D. of —, in the county of —, farmer, (the receipt whereof, is hereby acknowledged,) do hereby convey, remise, release, and forever

* From the numerous legal instruments we are constantly printing for attorneys and others, we have selected for this work Quit Claim and Warranty Deeds, Mortgages, Releases, Bonds, Powers of Attorney, &c. &c. Many, however, of the instruments are original, the productions of eminent attorneys, and are now for the first time published.

† All instruments, under seal, are deeds in law. But in common acceptance a deed is a conveyance of land.

A deed must be founded upon good and sufficient consideration, and made by persons able to contract and be contracted with.

The subject matter should be legally and orderly set forth, having sufficient words to describe the agreement, and bind the parties.

It should be read previous to the execution, by the grantor, or another at his request may read it for him.

It should be witnessed by two or more persons, and be delivered to the party by himself or attorney.

When an erasure or interlineation appears in a material part of a deed, it should be noticed and explained in the margin.

A deed to be good against attaching creditors of the grantor, or subsequent grantees, and all other persons, should be recorded.

If a married woman be a party to a deed, it should be acknowledged before a proper officer. The seal to any instrument ordinarily implies a consideration; though the consideration may be impeached. Love and natural affection is a good consideration, for a conveyance from a parent to a child. Any authority to execute a deed must be under seal.

If a person in the possession of lands without title, convey them by quit claim deed, it passes a possessory title, and nothing more. A grant in fee of the lands of a wife by her and her husband, passes only the husband's interest, if it be not acknowledged, and after his death, it reverts to the wife or her heirs. And where the lands belong to the husband, if the deed is not signed and acknowledged by the wife, she and her heirs are entitled to one-third of the land.

Different provisions have been made in several States as to the method of acknowledging, and recording Deeds. — See pp. 5-8

Quit Claim unto the said C. D., his heirs and assigns, a certain farm and tract of land situate in —, aforesaid, consisting of about — acres, with all the buildings thereon standing, bounded and described as follows, viz : [here insert description and boundaries:] with all the rights, easements, privileges and appurtenances thereto belonging.

To have and to hold the above released premises, to the said C. D., his heirs and assigns, to his and their use and behoof forever.

And we, the said A. B. and B. B., for ourselves and our heirs, executors and administrators, do covenant with the said C. D., his heirs and assigns, that the premises are free from all incumbrances made or suffered by us; and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said C. D., his heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under us, but against none other.

In witness whereof, we the said A. B., and B. B., [both unmarried]* have hereunto set our hands and seals, this — day of — in the year of our Lord eighteen hundred and forty —.

A. B. (L. s.)
B. B. (L. s.)

Signed, sealed and delivered in presence of

R. B.
S. D.

Quit-Claim Deed.

KNOW ALL MEN BY THESE PRESENTS That we, A. B., of —, in the county of —, and C., the wife of the said A, in consideration of the sum of — to us in hand paid by D. E., of —, in the county of —, the receipt whereof we do hereby acknowledge, have bargained, sold, and quit-claimed, and by these presents do bargain, sell, and quit-claim, unto the said D. E., and to his heirs, and assigns for ever, all our, and each of our right, title, interest, estate, claim, and demand, both at law and in equity, and as well in possession as in expectancy, of, in, and to all that certain farm, or piece of land, situ-

If either of the grantors be married there should be a release of dower.

ate in —, [here describe it,] with all and singular, the hereditaments and appurtenances thereunto belonging.

In witness whereof, we, the said A. B., and C. B. wife of the said A. B., have hereunto set our hands and seals this — day of — in the year —

A. B. (L. s.)
C. B. (L. s.)

Executed and delivered in presence of

Warranty Deed.

KNOW ALL MEN BY THESE PRESENTS, That I, R. B., of —, in the county of —, merchant, in consideration of — dollars paid to me by T. A., of —, in the county of —, farmer, (the receipt whereof is hereby acknowledged,) do hereby give, grant, bargain, sell and convey unto the said T. A., his heirs and assigns, a certain tract or parcel of land, with the buildings thereon, and all the privileges and appurtenances to the same belonging, situate in —, in said county, and bounded and described as follows.* [Here describe the land.]

To have and to hold the above granted premises, to the said T. A., his heirs and assigns, to his and their use and behoof forever.

And I, the said R. B., for myself and my heirs, executors, and administrators, do covenant with the said T. A., his heirs and assigns, that I am lawfully seized in fee simple of the aforegranted premises; that they are free from all incumbrances; that I have good right to sell and convey the same to the said T. A., his heirs and assigns forever, as aforesaid; and that I will, and my heirs, executors and administrators shall, WARRANT and DEFEND the same to the said T. A., his heirs and assigns forever, against the lawful claims and demands of all persons.

In witness whereof, we, the said R. B., [and M. B. wife of the said R. B., in token of her release of all right and title of or to dower, in the granted premises,]† have hereunto set our hands and seals, this — day of —, in the year of our Lord eighteen hundred and forty —.

R. B. (L. s.)
M. B. (L. s.)

Sealed and delivered in presence of

* [Being a certain piece designated as lot — on a plan of land formerly belonging to T. & S., which plan was made by J. L., dated November —, 18—, and recorded with the — Deeds; and to which plan reference is here made for a further description of the location and boundaries of said lot. Said lot — bounded and measuring according to said plan as follows:—]

† Instead of the above, enclosed in [], insert, if the case be so, the word *unmarried*.

*Deed of Assignment of Interest in Real Estate for a
Term of Years.**

KNOW ALL MEN BY THESE PRESENTS, That A. B., of —, in the county of —, bookseller, in consideration of — dollars to him paid by S. H., of —, mason, the receipt whereof is hereby acknowledged, does grant, sell and assign unto the said S. H., one undivided third part of a certain dwelling house in — street, in said —, with the land under and adjoining the same, and the privileges and appurtenances thereto belonging. The said dwelling house being the same formerly owned by E. M. C., late of said —, deceased, and by his last will and testament demised to E. A. and others; the said premises being subject to certain leases to the present tenants thereof.

To have and to hold, the above-granted premises to the said S. H., his heirs, executors, administrators and assigns, for and during the term of — years, from the — day of —, eighteen hundred and —, if the said A. B. shall so long live.

And the said A. B. does hereby grant to the said S. H. full power and authority to receive the rents and profits of the above-granted premises, and in his name or otherwise to give full discharge therefor.

In witness whereof, the said A. B. has hereto set, &c.

Sealed and delivered in presence of

A. B. (L. s.)

Deed of Division or Partition.†

KNOW ALL MEN BY THESE PRESENTS, That we, A. B., of —, in the county of —, gentleman; and C. D. of —, in the county of —, merchant, stand seized in fee simple, as tenants in common, of and in a certain tract or parcel of land situate in — in the county of —, and bounded as follows:—[here insert the boundaries] containing — acres, with appurtenances to the same belonging.

* The above Assignment of Interest in Real Estate can be made, for value received, either to obtain a loan of money, or prevent execution; but in the latter case, the consideration mentioned and actually paid must be such as to prevent a charge of fraud.

† Partition of lands may be made by common Deed of Quit-Claim, each party quit-claiming the portion which the other is to hold in severalty, by petition to the Court of Common Pleas, or Supreme Court. Such petition can be only maintained by a person who has an estate in possession, and not by one who has only a remainder or reversion.

Now this Indenture witnesseth, that the parties to these presents have agreed to make, and do make by these presents, a just and equal partition and division between them of and in the aforesaid tract of land, according to their respective shares and interests therein, in manner following, to wit: that the said A. B. and his heirs shall have that piece and allotment of land, part of the said tract, beginning, and bounded as follows: [insert the description and boundaries] containing —— acres, together with the buildings and improvements thereon, and the privileges and appurtenances to the same belonging.

And the said C. D. does by these presents, for himself and his heirs, give, grant, allot, assign and make over unto the said A. B. and to his heirs and assigns forever, the afore described piece and allotment of land, with the appurtenances.

To have and to hold to him, the said A. B., and to his heirs and assigns, to the use and benefit of him, the said A. B., his heirs and assigns forever, in severalty, as his and their full parts thereof.

And the said C. D. and his heirs shall have all that piece or tract of land, beginning —— and bounded as follows: — [Here insert the boundaries] containing —— acres, together with all the buildings and improvements thereon, and the privileges and appurtenances to the same belonging.

And the said C. D., for himself, his heirs, executors and administrators, does covenant, promise and grant, to and with the said A. B. his heirs and assigns, by these presents, that he the said A. B., his heirs and assigns, shall, and lawfully may, from time to time and at all times hereafter, freely, peaceably and quietly have, hold, occupy and possess the said first described piece or allotment of land, containing, &c., with the appurtenances, and receive and take the rents and profits thereof, without any molestation, interruption or denial, of him the said C. D., his heirs and assigns, or of any other person or persons whatsoever, lawfully claiming, or to claim, by him, or under him or them.

And the said A. B., for himself, his heirs, executors and administrators does covenant, promise and grant to and with the said C. D., his heirs and assigns, by these

presents, that he the said C. D., his heirs and assigns, shall, and lawfully may from time to time, and at all times hereafter, freely, peaceably and quietly have, hold, occupy and possess the said piece and allotment of land described secondly, containing, &c., with the appurtenances, and receive and take the rents and profits thereof, without any molestation, interruption or denial of him the said A. B., his heirs and assigns, or of any other person or persons whatsoever, lawfully claiming, or to claim by, from, or under him or them.

In witness whereof, we the said parties have, &c.

Sealed and delivered in presence of

A. B. (L. S.)

C. D. (L. S.)

*Deed of Assignment for the benefit of a Creditor.**

THIS INDENTURE, made the — day of —, in the year of our Lord one thousand eight hundred and —, between N. B. of the town of —, county of —, and state of —, merchant, of the one part, and P. S., of the city of —, in the county of —, and state of — of the other part.

Whereas, The said N. B., owing to sundry losses and misfortunes, is at present unable to discharge his just debts, and is willing to assign all his property for the benefit of his said creditor, P. S.

Now this indenture witnesseth, That the said N. B., as well in consideration of the premises, as also of the sum of — dollars to him in hand paid by the said P. S., the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over, unto the said P. S., his heirs and assigns, all that, &c. [Here describe the lands, goods, &c. intended to be conveyed].

To have and to hold, receive and take the same to the said P. S., his heirs and assigns, to the proper use and behoof of the said P. S. his heirs and assigns, forever. In trust, however, and to the intent and purpose that he, the said P. S. shall and do as soon as convenient, sell and dispose of all the lands, goods, chattels, &c. of him the said N. B., and collect and receive all the outstanding

* This assignment should not be to the detriment of other creditors.

claims and debts to him due, and with the money arising therefrom, after deducting his reasonable costs and charges, shall and will pay, &c. And the surplus, if any remain, after fulfilling all the trusts aforesaid, pay over and return to the said N. B., his heirs, executors, administrators, or assigns, in a reasonable time hereafter.

In testimony whereof, the said N. B. hath, &c.

N. B. [L. s.]

Scaled and delivered in presence of

Deed, by Guardian of Minors.

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., of —, in the county of —, and state of —, as I am guardian of C. D. and E. F., minors, under the age of twenty-one years, by virtue of the power and authority granted me in my said capacity by the — Court, holden at —, in the county of —, on the — day of —, A. D. —, and in consideration of the sum of — dollars, to me paid by G. H. of —, (the receipt whereof I do hereby acknowledge,) being the highest sum bid for the hereinafter described premises, at a public sale legally had and notified, do grant, bargain, sell and convey unto the said G. H., his heirs and assigns, a certain parcel or tract of land situate in —, in the county of —, with all the privileges and appurtenances to the same belonging, and described and bounded as follows, viz.:— [Here insert the description and boundaries.]

To have and to hold the above granted premises, to him the said G. H., his heirs and assigns, to his and their use and benefit forever.

And I, the said A. B. for myself, my executors and administrators, do covenant with the said G. H., his heirs and assigns, that in making the said sale, I have in all things observed the rules and directions of the law, and that I will, and my heirs, shall warrant and defend the afore-granted premises to the said G. H. against the lawful claims and demands of the said minors, and their heirs, and all persons claiming the same by, from or under them or either of them.

In testimony whereof, I have hereunto set my, &c.

A. B. [L. s.]

Scaled and delivered in presence of

Deed by an Administrator.

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., of —, in the county of —, and state of —, as I am administrator of the goods and estate, which were of C. D., late of —, deceased intestate, being duly empowered in this behalf by the — Court, holden at —, on the — day of —, within the said county, in pursuance of a sale at public auction, and in consideration of the sum of — $\frac{100}{100}$ dollars to me paid by E. F., of —, in the county of —, (who was the highest bidder at the said sale, for the estate hereinafter described) (the receipt whereof I do hereby acknowledge,) do grant, bargain, sell and convey unto the said E. F., his heirs and assigns forever, a parcel of land, situate in —, in said county of — and bounded and described as follows, viz:—[Here insert the description of boundaries]

To have and to hold the said parcel of land, with the privileges and appurtenances to the same belonging, to the said E. F. his heirs and assigns, to his and their use and behoof forever, and I, the said A. B., do covenant with the said E. F. his heirs and assigns, that I am duly empowered to convey the same to the said E. F. as aforesaid, that I have in all things observed the rules and directions of the law in the said sale, and that I will, and my heirs, executors and administrators shall, warrant and defend the same unto the said E. F. his heirs and assigns, against all persons claiming the same by, from, or under the said C. D. or me the said A. B. but against no other persons.

In witness whereof, I have hereunto set my hand, &c.

A. B. [L. s.]

Sealed and delivered in presence of

Deed of Pew.

No.—.

KNOW ALL MEN BY THESE PRESENTS, That the — Society, a Corporation for religious purposes, established in —, in consideration of the sum of — dollars, paid by A. A., of —, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said A. A., his representatives and assigns, the pew numbered

——, in the Meeting House of said Society, situate in —— street, in said ——.

To have and to hold the same to the said A. A., his representatives and assigns, but subject to all By-Laws of said Society, and to the following conditions, viz : That no alteration shall be made in said Pew without the previous consent thereto of the Standing Committee ; that the said A. A., his representatives and assigns, shall well and truly pay, quarter-yearly, on the first day of January, April, July, and October, in every year, all the taxes which have been, and shall be assessed on said Pew ; also, all such further sum or sums as shall be assessed on said Pew pursuant to the legal vote or votes of said Society : and in case of default of payment of any such tax, or assessment, for more than —— months after the day when the same shall be due and payable, the said Pew shall be forfeited, and revert to said Society, which may at any time thereafter cause the same to be sold at public auction to the highest bidder, and execute and deliver to the purchaser a sufficient deed of conveyance of the same ; and the money arising from said sale beyond the taxes and incidental necessary charges, shall be paid to the former owner or owners of said Pew, his or their representatives or assigns.

And it is a further condition of these Presents, that if the owner or owners of said Pew shall determine hereafter to sell the same, it shall first be offered, in writing, to the Standing Committee of said Society, for the time being, at such a price as might otherwise be obtained for it ; and the said Committee shall have the right, for —— days after such offer, to purchase said Pew for said Society at that price, first deducting therefrom all taxes and assessments on said Pew then remaining unpaid. And if the said Committee shall not so complete such purchase within said —— days, then the said Pew may be sold by the owner or owners thereof (after payment of all such arrears,) to any one respectable person, but upon the same conditions as are contained in this instrument ; and immediate notice of such sale shall be given, in writing, by the vendor, to the Treasurer of said Society.

[The said Society reserve the right to open and use said Meeting House for any services or business, conformably to the By-Laws.]

[This instrument is made without any warranty or liability on the part of said Society.]

In witness whereof, the said Society hath caused these presents to be signed in its behalf, and its seal to be hereunto affixed, by B. B., its Treasurer, this — day of —, A. D., eighteen hundred and —.

Executed and delivered in presence of

B. B. [L. s]

** Deed of Real Estate to a Married Woman, to her sole and separate use.*

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., of —, in the county of —, and state of —, merchant, in consideration of the sum of — dollars, paid to me by C. D., wife of E. D., of — aforesaid, merchant, (the receipt of which is hereby acknowledged,) [or, paid to me by E. F., the father of C. D., wife of E. D., of —, in the county of —, and state aforesaid, merchant, for and in behalf of the said C. D.,] the receipt of which is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said C. D., a certain parcel of land situate, lying and being in —, aforesaid, with the dwelling house thereon standing, bounded, and described as follows, to wit: [here insert the description,] together with all the privileges and appurtenances thereto belonging.

To have and to hold, the above granted premises, to her, the said C. D., wife of the said E. D., to her sole and separate use, free from the interference, or control of her present, or any future husband, [or, free from the interference, or control of her husband, the said C. D.,] and to her heirs and assigns, to their own use and behoof, forever.

* This deed must be recorded in the county where the land lies, and also in the county where the husband resides, if within the commonwealth of Massachusetts, otherwise, in the county where the grantor resides. If the deed is not recorded in the county where the husband resides, or, if his residence be out of the state, in the county where the grantor resides, within ninety days from the time of its delivery, the land will be liable to attachment for the husband's debts.

The legal rights and remedies of a married woman in relation to property held by the foregoing deed are declared, by a statute passed in 1845, to be the same as if she were unmarried, but it is not liable to attachment for a breach of contract made, or a wrong done by her while she is a wife. The husband, however, cannot convey property to his wife in any other manner, nor with any other effect, than he might if the statute had not been passed.

And I, the said A. B., for myself, my heirs, executors, and administrators, do covenant with the said C. D., her heirs and assigns, that I am lawfully seized in fee of the premises aforesaid, that I have good right to sell and convey the same to the said C. D. as aforesaid, and that I will, and my heirs, executors, and administrators shall, warrant and defend the same, against the lawful claims of all persons.

In testimony whereof, I, the said A. B., and S. B. my wife, who hereby relinquishes her right of dower in the premises, have hereunto set our hands and seals, this — day of —, in the year of our Lord, one, &c.

A. B. (L. s.)
S. B. (L. s.)

Sealed and delivered in presence of

*Deed of Gift of Personal Chattels from a Father to a Married Daughter to her sole and separate use.**

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., of —, in the county of — and state of —, merchant, in consideration of the love and affection which I bear to my daughter, S. B. D., wife of C. D., of — aforesaid [*or*, in the county of — and state aforesaid,] and for divers other good and valid considerations, do hereby give, grant, confirm and convey unto my said daughter, S. B. D., all and singular the goods and chattels contained in the following schedule, marked and numbered as therein specified and set forth, to wit:

1 Bureau,.....	No. 1,	Marked	S. B. D. on the back.
1 Grecian Table,.....	" 2,	"	S. B. D. under the leaf.
12 Mahogany Chairs,....	" 3 to 14,	"	S. B. D. under the bottom.
3 Silver Table Spoons,.....		"	S. B. D. on the handle.
12 Silver Tea Spoons,.....		"	S. B. D. " " "
1 Silver Tankard,.....	No. 15,	"	A. B. to S. B. D. on the side.

To have and to hold the above described goods and chattels to her sole and separate use, free from the interference and control of her present, or any future husband, and to her heirs and assigns, to their own use and behoof forever.

In testimony whereof, I have hereunto set my hand, &c.

A. B. [L. s.]

Sealed and delivered in presence of

* This must be recorded within ninety days after the delivery, if in Massachusetts, in the county where the husband resides, or the property will be liable to attachment for the husband's debts.

L E A S E . *

THIS INDENTURE, made this — day of —, A. D. one thousand eight hundred and —.

Witnesseth : That I, A. B., of —, do hereby lease, demise, and let unto C. D., of —, [here describe the premises.]

To hold the said premises with the rights, easements and appurtenances to the same belonging, for the term of — years, from the — day of —, eighteen hundred and forty — ; the said C. D., his representatives and assigns, yielding and paying therefor the rent of — dollars yearly. And the said lessee for himself, his representatives and assigns, doth covenant and agree to and with the said lessor, his representatives and assigns, that he or they will pay the said rent in quarter-yearly payments of — dollars for each and every quarter during said term ; the first quarterly payment to be made on the — day of — now next ensuing ; and that he or they will quit and deliver up the premises to the said lessor, his representatives or assigns, peaceably and quietly, at the end of the term, in as good order and condition, (reasonable use and wearing thereof, damage by fire, or other casualties excepted,) as the same now are ; and that he the said lessee, and those holding under him, will pay the rent as above stated, and also all taxes and assessments whatsoever, whether in the nature of taxes now in being or not, which may be payable for or in respect of the said premises, or any part thereof during the said term, and also the rent and taxes and assessments as above stated, for such further time as he, the said lessee, or those claiming under him, may hold the premises ; and that he or they will not make or suffer any waste thereof, or suffer to be made any alterations therein ; and that the lessor, or those having an estate in the premises, with their agent, at reasonable times may enter the said premises to view, and make necessary repairs and improvements.

* A lease in Massachusetts, for a longer time than one year, may be in writing. If for seven years, or more, it must be executed and delivered in presence of a witness, acknowledged, and recorded in the Registry of Deeds.

In New York a lease of three years, or more, may be acknowledged, and must be recorded in the county where the premises are situated. In R. Island a lease for more than one year must be in writing, signed, sealed, delivered, and acknowledged, and recorded in the Office of Town Clerk.

No particular form of words is necessary for a lease ; any expression, showing that one divests himself of possession, for a certain space of time, and another comes into it, is sufficient for the purpose.

Provided always, and these presents are upon this condition, that if the said lessee, his representatives and assigns, do or shall neglect or fail to perform any or either of the above covenants aforesaid, which on his or their part are to be performed, then the said lessor, or those having an estate in the premises, whilst such neglect or default continues, may without further notice or demand, enter upon the said premises, and expel the said lessee and those holding under him, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant.

And the said lessor covenants and agrees with the said lessee and his representatives, that he and they performing the covenants herein contained, on his and their part to be performed, shall peaceably hold and enjoy the said demised premises without hindrance or interruption by the said lessor, or any other person or persons whomsoever.

In witness whereof, the said parties have hereunto interchangeably set their hands and seals the day and year first above mentioned.

Executed in presence of

A. B. (L. S.)
C. D. (L. S.)

LIEN OF MECHANICS.

LIEN, signifies a claim or right annexed to, or attached upon any property, which a person has in his custody or possession belonging to another, for any demand due from the party who is the proprietor of such property.

A carrier may retain goods for his hire, also a wharfinger may retain goods brought to his wharf for the balance of a general account. Goods may likewise be detained for tonnage, salvage, freight or passage money.

A banker has a lien upon bills deposited with him for the balance of a general account. Insurance brokers have also a lien upon policies of insurance in their hands for all balances due to them.

A manufacturer who takes in goods for a particular purpose, as a dyer, a calico printer, a weaver, or a tailor, has a lien for the work done on the goods themselves, but he cannot retain them for any other demand against the owner of the goods.

Abstract of the Law of Mechanic's Lien on Buildings in Massachusetts.—Any person who has a written contract with the owner of a piece of land, to furnish labor or materials for erecting, or repairing any building, or the appurtenances of any building on such land, signed by the owner of the same, may have his contract recorded in the county where the land lies, and will thereby obtain a lien on the whole land, subject to such incumbrances by attachment, mortgage, or prior liens of the same kind, as may be upon the land at the time of recording the contract.

Sixty days after a payment becomes due, a petition setting forth, the contract, the breach of the same, and the description of the land, and praying an order of court for the sale of the premises to satisfy the lien, may be filed with the court of common pleas, or in the clerk's office, on which the court will order a notice to the adverse party, and others having liens of the same kind may also present their claims, and the court, if there be good cause, will order a sale of the premises to satisfy the incumbrances, in the order of their respective priority.

The sale of the premises must be by an officer, after notice, as in a sale of equity of redemption, and the premises may be redeemed within a year.

In the State of Maine, all persons furnishing materials, or labor, in building or

repairing a vessel, may secure a lien by attachment within four days after said vessel is launched or repaired. And a lien on a house, or other building, can be secured by attachment within ninety days from the time the payment for such labor, or materials, became due.

In the State of New York, the contractor, laborer, or a furnisher of materials, in building a house, &c., must file, in the office of the clerk of the county, a copy of his contract, but if he have no written contract, he will file the specification of the work or materials, with the prices agreed on, and within twenty days after the contract, or commencement of the labor, &c., he will give notice thereof personally to the owner, or his agent. The lien will continue one year from the filing and serving of the notice.

State of Pennsylvania. In the cities of Philadelphia, Harrisburg, Pittsburg, and many counties, persons furnishing labor or materials for the erection of a house, or other building, have a lien for such work or materials furnished in its erection, for six months after the work is finished or the materials furnished, which may be continued five years by filing their claim in the office of the Prothonotary, and five years longer by legal process in the proper courts, and until satisfied.

In the State of Illinois, a person building on land or town lot, has a lien on the same for his labor or materials furnished, *Provided* that the time of completing the contract shall not be extended for a longer period than three years, nor the time of payment beyond the period of one year, from the time stipulated for the completion thereof.

The lien is enforced by petition to the Circuit Court of the county in which the land or lot lies.

Every defendant served with process ten days before the return day thereof, shall answer the bill or petition on or before the day on which the cause shall be set for trial. Notice given the parties through the newspapers under the direction of the court equivalent to personal notice.

Any estate in lands impressed, may be sold to satisfy a lien.

Suit to enforce a lien must be commenced in six months after payment due, or not to effect other creditors.

Nothing in this chapter shall prevent any creditor from maintaining an action at law, upon his contract in like manner as if he had no lien for the security of his debt.

In the State of Missouri, Mechanics, and those who furnished materials for buildings under contract with the proprietor thereof, and all such contractors, have a lien for such material furnished, and work done. To secure it, an account of such lien, under oath, must be filed with the clerk of the Circuit Court of the county where the building is situated within six months after the materials have been furnished, or labor done.

A sub-contractor, to avail himself of his lien, must give notice in writing to the owner of the building or his agent, that he intends to furnish materials, or perform labor on the building, and the probable value thereof, and if, afterwards the sub-contractor shall settle with the contractor therefor, the settlement in writing, signed by the contractor and certified by him to be just, shall be presented to the owner and left with him, and within ten days from the time the materials shall have been furnished, the sub-contractor shall file with the clerk of the Circuit Court of the county a copy of the settlement and a description of the property to be charged with the lien.

No lien shall bind any building for a longer time than twelve months after the building is finished, unless a suit shall have been brought on the lien.

A sub-contractor, whose lien shall be satisfied, must file in the Clerk's office a release of the same within five days, or forfeit a hundred dollars to the owner of the property affected by the lien.

Whenever any lien shall be paid to any creditor other than a sub-contractor, he shall render satisfaction on the margin of the record, of said lien, within ten days after the payment and request, or forfeit the amount of the lien.

The land on which the building is erected, with a convenient space around it, not exceeding 500 square feet clear of the building is subject to the lien. If the land is mortgaged or incumbered, the person who procures the work to be done shall be considered the owner to the extent of his interest in the land and the lien shall bind his whole estate therein, and the creditors may cause his right to be sold and applied to the discharge of his debt.

MARRIAGE.*

A form of Marriage, for a Justice of the Peace.

A. B. and C. D., in the presence of God, and of all persons here present as witness, present themselves to be joined together in wedlock, according to the laws of this commonwealth, [*or, state,*] and if they, or any one present, can show any just cause why they may not thus be joined together, let them now do it, or else forever after hold their peace. [Let the parties join right hands.] No cause being shown to the contrary, I ask you, A. B., if you will have this woman whom you now hold by the right hand, for your lawful and wedded wife, if you will love, comfort, honor, support, cherish, and keep her in sickness and in health, and forsaking all others, will keep yourself to her only, so long as you shall both live? *Answer. I will.*

Will you, C. D., have this man whom you now hold by the right hand, for your lawful and wedded husband, will you love, comfort, honor, and obey him, and keep yourself to him only, so long as you shall both live? *Answer I will.*

Then do I in the presence of God and these witnesses, and by virtue of the authority vested in me by the laws of this commonwealth, [*or, state,*] pronounce you husband and wife, so to continue till you shall be separated [*or, till God shall separate you*] by death.

Certificate of Marriage.

THIS IS TO CERTIFY, That on the — day of —, in the year of our Lord one thousand eight hundred and forty —, before me, K. L. Esquire, one of the Justices of the Peace, in and for the

* No person may marry a grand parent, or a child of grand parent, except a child of an uncle or aunt, nor a wife's or husband's parent, grand parent, child or grand child.

In Massachusetts and several other states, marriages may be solemnized by a magistrate residing in the county where either of the parties live, or by an ordained minister, continuing to perform the functions of his office, residing within the state, in the town where the minister, or either of the parties resides; but the parties cannot be married without the consent of parent or guardian, if the male be under 21, or the female under 18 years.

In New York marriage is a civil contract, to which the consent of the parties, capable in law of contracting, is essential. It may be solemnized by a minister of the gospel, priest, or magistrate, who is required to ascertain the christian and surnames of the parties, places of residence, ages, and capabilities in law of contracting marriage; and the names and residences of two attesting witnesses; and he shall enter the facts, and the day of such marriage in a book kept by him or that purpose.—*N. Y. R. S.*

county of —, M. N. of —, in the state of —, Physician, and O. P. of the same place, spinster, were legally joined in marriage, each of them being of full age, and declaring themselves free, respectively, from prior engagements or other lawful impediments.

In witness whereof, as well they the said M. N. and O. P., (she assuming the name of her husband,) as I, the said Justice, and other the said witnesses present, have hereunto subscribed our names the day and year aforesaid.

K. L. *Just. of Peace.*

M. N

O. P.

MORTGAGES.

*Mortgage of Personal Property.**

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., of —, gentleman, in consideration of the sum of — dollars, to me paid by C. D., of —, Esquire, (the receipt whereof is hereby acknowledged,) have granted, bargained, and sold, and by these presents do grant, bargain and sell, unto C. D., the following articles of personal property, to wit: [or, if the goods are too numerous to be recited, say, all and singular the goods and chattels, wares, effects, and merchandize, mentioned and con-

* *In Massachusetts*, in all mortgages of personal property, if the mortgagor retains possession of the articles mortgaged, the mortgage must be recorded by the Clerk of the town where the mortgagor resides, and also by the Clerk of the town where he principally transacts his business, or follows his trade or calling. The right of the Mortgagor, or his assigns, to the property, shall not be forfeited until sixty days after the mortgagee, or his assigns, shall have given written notice to the mortgagor, or the person in possession of said property, claiming the same, of his or their intention to foreclose said mortgage for a breach of the conditions thereof, and caused a copy of the same notice to be recorded in the Clerks' offices where the mortgages are recorded. Mortgages of Personal Property may be discharged by an entry on the margin of the Record in the Clerks' offices, signed by the mortgagee, his executors, administrators, or assigns, acknowledging the satisfaction of the mortgage. — Real Estate in like manner in the Registry of Deeds.

In the State of Maine, New Hampshire, and Rhode Island, possession of the mortgaged property should be delivered to, and retained by, the mortgagee and the mortgage recorded by the Clerk of the town where the mortgagor resides.

In the State of New York, all mortgages upon personal property, unless accompanied by an immediate delivery, and followed by an actual and continued change of possession, in order to be valid, must be filed in the several towns and cities where the mortgagor, if a resident of the state, shall reside, and if not a resident, then in the city or town where the property so mortgaged shall be, at the time of the execution of such instrument. These mortgages must be filed — in the city of New York, in the office of the Register; in other cities and towns where a county clerk's office is kept, in the County Clerk's office; and in all other towns, in the Town Clerk's office.

Such mortgages will cease to be valid after the expiration of one year from the filing thereof, unless within thirty days next preceding the expiration of the year, a true copy of such mortgage, together with a statement of the interest of the mortgagee in the property, shall be again filed in the office of the clerk or register aforesaid, of the town or city where the mortgagor shall then reside,

tained in the schedule hereto annexed :] to have and to hold all and singular the said, &c., unto the said C. D., his executors, administrators, and assigns, to his and their sole use forever.

And I, the said A. B., for myself, my executors and administrators, do covenant with the said C. D., his executors, administrators and assigns, that I am lawfully possessed of the said, &c., as of my own property; that the same are free from all incumbrances, and that I will and my executors, &c., shall, warrant and defend the same to the said C. D., his executors, &c., against the awful claims and demands of all persons.

Provided nevertheless, That, if the said A. B., his executors or administrators, shall well and truly pay unto the said C. D., his executors, administrators and assigns, [here recite the note or other debt or obligation, which the mortgage is given to secure,] then this conveyance shall be void; otherwise to remain in full force and effect.

And provided also, That, until default by the said A. B., his executors or administrators, in the performance of the condition aforesaid, it shall and may be lawful for him or them to keep possession of the said granted property, and to use and enjoy the same; but if the same, or any part thereof, shall be attached, at any time before payment, &c., by any other creditor or creditors of the said A. B., or if the said A. B., his executors or administrators, shall attempt to sell the same, or any part thereof, without notice to the said C. D., his executors, administrators, or assigns, and without his or their assent to such sale in writing expressed, then it shall be lawful for the said C. D., his executors, &c. to take immediate possession of the whole of said granted property to his and their own use.*

* In New York, in case of the non-payment of the note, or debt at the time specified, the mortgagee will enter and take possession of the property, and sell the same at public auction, (after the like notice as is by law required for constables' sales,) the goods and chattels, or so much of them as may be required to satisfy his debt, interest, and reasonable expenses, and will retain the same out of the proceeds of the sale, and return the overplus, or residue, if any, to the mortgagor.

Real estate sold under execution or mortgage, may be redeemed within one year, by the payment of the sum of money which was bid on the sale, with interest on that sum from the time of sale, at the rate of ten per cent. a year. — *N. Y. R. S.*, c. 6. § 47.

In testimony whereof, I, the said A. B., have hereunto set my hand and seal, this — day of —, in the year of our Lord, one thousand eight hundred and forty—.

A. B. [L. s.]

Signed, sealed and delivered in presence of

T. P.

F. B.

Mortgage of Personal Property to secure Endorser.

THIS INDENTURE of two parts made this — day of —, one thousand eight hundred and forty —, by and between J. W. & L. C. B. of —, copartners in the business of printing, under the name and firm of J. W. & Co., of one part, and C. G. of —, painter, of the other part, Witnesseth,

That the said G., at the request of the said parties of the first part, hath agreed to endorse certain notes of hand for their accommodation, and the said parties of the first part have agreed to give the said G. security against any loss or damage that may befall him by reason of such endorsements.

Wherefore, in pursuance of such engagements, the said J. W. & L. C. B. in consideration of the premises, do hereby bargain and sell, assign, transfer and set over unto the said C. G., all the goods, chattels, tools, machinery and effects, in the annexed schedule or bill of particulars mentioned, whereof the said parties of the first part do avouch themselves to be the true and lawful owners.

To hold the said premises unto the said G. and his executors, administrators and assigns.

Provided nevertheless, that if the parties of the first part, shall from time to time pay and discharge all the promissory notes which the said G. may endorse for their accommodation, as they shall respectively become due and payable, and shall finally secure and indemnify the said G. and his legal representatives, from all costs and damage, by reason or on account of the liabilities that have been or may be assumed by him in pursuance of the agreement aforesaid, then this instrument shall be null and void: Provided, also, and it is hereby further agreed,

that until default by the said parties of the first part, of or in the payment of any of the said notes, it shall be lawful for the parties of the first part to retain the possession of the said chattels and effects, and to use and enjoy the same without any denial or molestation by the said G. or his representatives.

And the said G., for himself and his representatives, doth hereby covenant to and with the said J. W. & L. C. B. and their representatives, that in case of his taking possession of the said property, for a breach of the condition aforesaid, he will advertise and sell the same at public vendue to the highest bidder, and after indemnifying himself fully from the proceeds of such sale for all the liabilities assumed by him as aforesaid, whether the notes are then payable or not, will account for and pay over the balance of the said proceeds to the parties of the first part or their representatives or assigns upon demand.

In witness whereof the said parties have set their hands and seals to this and to another instrument of like tenor and date.

J. W. (L. s.)
L. C. B. (L. s.)
C. G. (L. s.)

Executed in presence of

[Must be recorded. — See Note, page 53.]

*Mortgage of Real Estate.**

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., of ———, in the county of ———, and state of ———, yeoman, for and in consideration of ——— dollars, paid by C. D., of ——— in the county of ———, merchant, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said C. D., his heirs and assigns forever, a certain parcel of land situate in ———, in said county of ———, together with all the privileges and appurtenances to the same belonging, and bounded as follows. [Here insert the boundaries.]

To have and to hold the above granted premises to the said C. D., his heirs and assigns, to his and their use and

* Every deed conveying real estate, which by any other instrument in writing, shall appear to have been intended only as a security in the nature of a mortgage, though it be an absolute conveyance in terms, shall be considered as a mortgage. — *N. Y. R. S.*

A mortgage of real estate may be discharged by a certificate signed by the mortgagee, — *Ibid*

behoof forever. And I do, for myself, my heirs, executors and administrators, covenant and engage to and with the said C. D., his heirs and assigns, that I am lawfully seized in fee simple of the afore-granted premises; that they are free from all incumbrances; that I have good right to sell and convey the same to the said C. D., his heirs and assigns; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said C. D., his heirs and assigns forever, against the lawful claims and demands of all persons.

Provided nevertheless, That if the said A. B., his heirs, executors, administrators or assigns, shall pay unto the said C. D., his executors, administrators or assigns, the sum of — dollars, in — years from the date hereof, then this deed, as also a certain promissory note bearing even date with these presents, given by the said A. B., to the said C. D., whereby he promises to pay the said sum at the time aforesaid, with interest semi-annually at the rate of six per cent, shall both be void to all intents and purposes, otherwise shall remain in full force and virtue.

In witness whereof, we, the said A. B., and E. B., wife of said A. B., who hereby relinquishes all her right of dower in the above-named premises, have hereunto set our hands and seals, this — day of —, in the year of our Lord one thousand eight hundred and forty —.

A. B. [L. s.]
E. B. [L. s.]

Signed, sealed and delivered in presence of

[Must be acknowledged and recorded.— See Forms, pp. 5—8.]

Mortgage, another, of Real Estate.

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., of —, in the county of —, and state of —, yeoman, in consideration of one dollar, paid by C. D., of —, in the county of —, physician, the (receipt whereof is hereby acknowledged,) do hereby give, grant, bargain, sell and convey unto the said C. D., his heirs and assigns forever, a certain tract or parcel of land situate in said —, and county aforesaid, and bounded as follows: [Here insert the boundaries.]

To have and to hold the above-granted premises, to the said C. D., his heirs and assigns, to his and their use and behoof forever.

And I, the said A. B., for myself, my heirs, executors and administrators, do covenant with the said C. D., his heirs and assigns, that I am lawfully seized in fee simple of the afore-granted premises; that they are free from all incumbrances, — that I have good right to sell and convey the same to the said C. D., his heirs and assigns forever, as aforesaid; and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said C. D., his heirs and assigns forever, against the lawful claims and demands of all persons.

Provided nevertheless, That if the said A. B., his heirs, executors, administrators, or assigns, shall pay unto the said C. D., his executors, administrators, or assigns, the sum of — dollars — cents in — months from the date of these presents, with interest on said sum, at the rate of — per centum, per annum, payable — annually, and, until such payment, keep the buildings standing on the land aforesaid insured against fire, in a sum not less than — dollars, for the benefit of the said mortgagee and his executors, administrators and assigns, at such insurance office in —, as — shall approve, and also pay all taxes levied or assessed on said premises, then this deed, as also — certain promissory note—, bearing even date with these presents, signed by the said A. B., whereby for value received he promises to pay the said C. D., or order, the said sum and interest at the times aforesaid, shall — be absolutely void to all intents and purposes.

And provided also, That until default of the payment of the said sum—, or interest—, or other default as herein provided, the mortgagee shall have no right to enter and take possession of the premises.

In witness whereof, I, the said A. B., and C. B., wife of said A. B., who hereby relinquishes all her dower in the afore-described premises, have hereunto set our hands and seals this — day of —, in the year of our Lord, eighteen hundred and forty —

A. B. [L. s.]

C. B. [L. s.]

Sealed and delivered in presence of

[Must be acknowledged and recorded.—See Forms of, pp. 5—8.]

*Mortgage of Real Estate, Foreclosure of in Massachusetts.**

“ After breach of the condition of a mortgage of real estate, the mortgagee may recover possession of the mortgaged premises, by making an open and peaceable entry thereon, if not opposed by the mortgagor or other persons claiming the premises ; and such possession being continued peaceably for three years, shall forever foreclose the right of redemption.

“ When an entry for breach of condition is made, a memorandum or certificate thereof shall be made on the mortgage deed, and signed by the mortgagor or the person claiming under him, and the same shall within thirty days thereafter, be recorded in the Registry of Deeds, where the mortgage is recorded, with a note of reference from each record to the other : or else, a certificate of two competent witnesses to prove the entry, shall be made and sworn to before a Justice of the Peace, and recorded within thirty days after the entry, in the Registry of Deeds, where the mortgage is recorded, with notes of reference as before provided ; and no such entry shall be effectual, for the purposes mentioned in the preceding section, unless a certificate, or a deposition in proof thereof, shall be made and recorded in the manner herein provided.

Mortgagor's Certificate of Entry by Mortgagee.

This shall certify to all persons, that I, A. B. the within named mortgagor, this —— day of ——, A. D. 184—, do give peaceable and quiet possession of the within described premises, to C. D., for the purpose of foreclosing the within mortgage, to the said C. D. under the statute of this state for breach of condition.

A. B.

Certificate of Witnesses of Entry.

This shall certify to all persons, that A. B. the within named mortgagee (or C. D. his attorney,) this —— day of ——, A. D., 184—, called upon us to witness his entry upon the premises described in the within mortgage, and he made entry thereon in our presence, and declared that he did it for the purpose of forever foreclosing the within mortgage, according to the Statute.

G. H.
N. B.

* The mortgagor is entitled to redeem his property in New York, Pennsylvania, Connecticut, New Hampshire, &c. In Massachusetts, Rhode Island and Maine he has three years in which to redeem it.

* *Mortgage, Release of in Massachusetts, Rhode Island, &c. to be entered in the Margin of the Record.*

I, C. D., acknowledge payment and satisfaction of the mortgage here recorded, given to me by E. F., and therefrom discharge him and his heirs, &c., forever.

Witness my hand, this — day of —, eighteen hundred and forty —.

NOMINATION OF GUARDIAN.†

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., of — in the county of —, son and heir of C. D., late of —, deceased, being a minor and under the age of twenty-one years, and above the age of fourteen years, do by these presents nominate, elect and choose E. F., of —, to be guardian as well of my person, as of my real and personal estate, until I shall attain the age of twenty-one years.

In witness whereof, I have hereunto set my hand this — day of —, A. D. 184—. A. B.

PETITIONS.

[The following introductory forms are in general use in the U. S.]

To a Governor of a State.

To his Excellency A. A., Governor of the Commonwealth of — the petition of B. B., of —, respectfully sheweth. That, &c.

To the Legislature.

To the Honorable the General Assembly of the state of — the petition of A. A., of &c., respectfully sheweth, That your petitioner, &c.

To either Branch of the Legislature.

To the Honorable the Senate, [or to the Honorable the House of Representatives] of the Commonwealth of — respectfully sheweth, That your petitioner, &c.

*In New York the mortgage may be discharged of record, by producing to the clerk a certificate in writing, that the mortgage has been paid, which must be signed by the mortgagee, and duly acknowledged and proved. A mortgage for the purchase money, made at the time of conveyance, takes preference to any previous judgment.

† The judge must appoint a guardian before he can act as such. If a minor be under 14 years of age, or out of the State, or if being 14 years of age, he neglect to appear, after citation, and choose a guardian, a suitable one must be appointed.

To the Authorities of a City.

To the Honorable, the Mayor, Aldermen and Common Council of the City of —, the Petition of B. B., respectfully sheweth, That, &c.

To the Selectmen of a Town.

To the Honorable the Selectmen of the Town of —, the Petition of B. B., respectfully sheweth, That, &c.

To a Court of Justice.

To the Honorable the Justices of the — court of — county, district, circuit or state, *as the case may be*, begun and holden at —, on the — day of —, The petition of A. A., of —, &c., respectfully sheweth, That your petitioner, &c.

Petition of Guardian to Sell Ward's Real Estate.

To the Honorable Justice of the — Court, next to be holden at — on the — day of — in the year of our Lord one thousand eight hundred and —

C. D. of — in the county of — respectfully represents that he is guardian of N. B. a minor, &c. under the age of twenty-one years, son of C. B. late of — deceased. That the said C. D. is seized in fee simple of a tract of land with buildings on the same, situate in — in said county of — containing about — acres, bounded and described as follows, [here insert the description,] and it would be for the interest of said N. B. that said Real Estate should be sold, and the proceeds thereof go to pay his personal expenses, and invested in a manner to secure to him a larger income and interest.

Your petitioner therefore prays your honors to authorize and empower him to sell and convey the aforesaid Real Estate belonging to the said minor, to execute good and sufficient deed or deeds of conveyance thereof, and put out the proceeds thereof on interest for the use of the said minor, according to the Statute, &c. And as in duty bound will ever pray.

C. D. } *Guardian*
 } *of N. B.*

*Petition for laying out a Road.**

To the county Commissioners for the county of — :

Your petitioners inhabitants of the town of — would respectfully represent that the public convenience and wants require that a road and highway should be laid out and constructed, beginning at — in the town of — and leading in a — direction through — to the town of —.

POWERS OF ATTORNEY. †

General Form of Power of Attorney.

KNOW ALL MEN BY THESE PRESENTS ; That I, A. A., of —, in the county of —, and state of —, have made, constituted and appointed, and by these presents do make, constitute and appoint B. B., of —, county of —, state of —, my true and lawful attorney, for me, and in my name, place and stead, to [*here follows the special purpose of the powers, as fully set forth as is requisite,*] ‡

* The termini, or places where the road commences and ends, should be particularly described, but not the lots of land through which the road is to pass, as this would confine the commissioners to that particular route.

† 1. If a letter of Attorney is to be used in another State than that where the principal resides, it should be acknowledged before a Judge of a Court or Justice of Peace. If in a foreign country, it must be acknowledged before a Notary Public.

2. A principal is bound by every act of his agent or Attorney done within the scope of the authority given him.

3. Powers of Attorney are taken to be in force till notice of revocation, or the death of the party giving the same.

4. To revoke a power of Attorney, the Attorney and all persons named in the power of Attorney, with whom he was particularly authorized to act, should have notice of the revocation.

‡ If the Power is given to collect Debts, say [“and to my use, to ask, demand, sue for, collect, and receive, all such sum and sums of money, debts, rents, dues, accounts, and other demands whatsoever ; which are or shall be due, owing, payable and belonging to me, or detained from me, in any manner whatsoever, by C. C., of —, county of —, state of —, his heirs, executors, and administrators, or any of them ; (or by any person or persons residing or being in the state of — ;)”]

‡ If the Power is to collect Rents, say [“and for my use, to ask, demand, collect, and receive, all such rents, and arrears of rent, which now are, or may or shall hereafter grow due or owing to me, from A. B., C. D., and E. F., or any of them, (or from any person or persons, as tenants or occupiers of any lands, tenements, or hereditaments, belonging to or claimed by me situate in the county of —, state of —, or which may be due from, or payable by, any other person or persons whomsoever, as tenants, occupiers, or lessees or assignees of any term or terms of such lands, tenements, or hereditaments, or any of them, or any part or parcel of them ; and upon receipt thereof, to give proper acquittances and sufficient discharge thereof.”]

giving and granting unto my said attorney, full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do, or cause to be done, by virtue thereof.

In witness whereof, I have hereunto set my hand and seal, the — day of — in the year one thousand eight hundred and —.

A. A. [L. s.]

Sealed and delivered in presence of

C. C.

D. D.

Power of Attorney relative to Insurance, or for other purposes.

KNOW ALL MEN BY THESE PRESENTS, That I, R. B., of — in the county of — and state of — do hereby make, constitute and appoint W. D. of — my true and lawful attorney for me and in my name to effect insurance on —, with the — Fire [*or, Marine*] Insurance Company, in —, on such terms as he shall deem fit; and I hereby empower him to sign any application for said Insurance, representation of the condition and value of said property, articles of agreement, promissory note—, and all other papers that may be necessary for that purpose; and also to cancel and surrender any policy he may obtain, and on such cancelling, or the expiration thereof, to receive any dividend, return premium or deposit that may be due, and on such receipt full discharge to give therefor. Giving to my said attorney full power and authority touching the premises to do all things in as ample a manner as I might do if personally present. Hereby ratifying and confirming all acts which my said attorney may legally do by virtue hereof.

In witness whereof, I have hereunto set my hand, &c.

R. B. [L. s.]

Sealed and delivered in presence of

C. D.

E. F

** Power of Attorney by Married Woman, to sell part of Real Estate, with authority of Husband.*

KNOW ALL MEN BY THESE PRESENTS, That I, L. N., of the city of —, and state of —, wife of X. Y., of the said city and state, and by my said husband being hereunto especially authorized and assisted, have made, constituted and appointed, and by these presents do make, constitute and appoint, and in my place and stead put and depute, N. C., of the town of —, in the state of —, my true and lawful attorney, for me, and in my name, place and stead, to grant, bargain and sell, all my portion, being one undivided tenth part of a certain lot of ground, with the three story brick house thereon, situate in — street in the city of —, in the state of — aforesaid, the dimensions and boundaries of which I am not able better to describe, with all the appurtenances, and all my estate, right, title and interest therein, unto such person or persons, and for such price or prices, as he shall think proper; and also for me, and in my name, place and stead, and as my proper act and deed, to sign, seal, deliver and acknowledge all such deed or deeds of conveyance, as shall be necessary for the absolute granting and assuring of the premises unto the purchaser or purchasers, in fee simple. Done at —, this — day of —, in the year one thousand eight hundred and —.

L. N. (L. s.)

Executed in presence of

I authorize and empower my wife L. N., to make the above Power of Attorney. Done at —, this — day of —, one thousand eight hundred and —.

Executed in presence of

X. Y. (L. s.)

I, B. W., Commissioner for the state of —, within the state of —, do hereby certify that L. N., did this — day of — eighteen hundred and —, personally appear before me, and did acknowledge the above power of attorney to be her act and deed, and did acknowledge the signature of L. N., signed to the same, to be her own hand-writing. And further I do certify, that on the same day above written, and at same time, X. Y., did personally appear before me, and did acknowledge that the above authorization was his own act, and the signature of X. Y. signed to the same to be his own hand-writing. In witness whereof I have hereunto set my hand and seal the day of the date above written.

B. W. (L. s.)

Com. of Mass. in the State of Louisiana.

* Ten dollars was paid for this Power of Attorney; it will answer for every State, and when wanted can be copied, and acknowledged, as directed on page 62, at the cost of less than 50 cents.

PROXY TO VOTE FOR DIRECTORS.

BE IT KNOWN, That I, A. B., of — county, have constituted and appointed, and do hereby constitute and appoint C. D., of —, to be my true and lawful substitute and proxy, for me and in my name, to vote at any election for directors of the — of — —, or on any other question that may be put, at a stated or special meeting of the stockholders of the said —, as fully as I might or could do if personally present.

Witness my hand, this — day of —, A. D. one thousand eight hundred and —.

A. B.

Signed in presence of
C. D.

RELEASES.

Release of a Legacy.

KNOW ALL MEN BY THESE PRESENTS, That, whereas A. B., of —, in the county of —, by his last will and testament in writing, bearing date the — day of — one thousand eight hundred and forty —, did, among other legacies therein contained, give and bequeath unto me, C. D., of — in the county of —, the sum or legacy of — dollars, and of his said Will made and constituted E. F. sole executor, as in and by the said Will may appear.

Now know ye, That I, the said C. D., do hereby acknowledge the receipt from the said E. F., of the legacy or sum of — dollars, as aforesaid, given and bequeathed to me by the said A. B., and, therefore, I do by these presents acquit, release and discharge the said E. F., of and from all legacies, dues, duties and demands whatsoever, which I, my executors or administrators, by virtue of the said last testament of, or out of the estate of the said A. B., deceased, as aforesaid.

In witness whereof, I have hereunto set my hand and seal, the first day of —, in the year of our Lord one thousand eight hundred and forty —.

C. D. [L. s.]

Scaled and delivered in presence of
G. L.

Partial Release by Mortgage, endorsed on Deed of Conveyance.

KNOW ALL MEN BY THESE PRESENTS, That I, A. B. of —, in the county of —, and state, of —, in consideration of — dollars, to me paid by W. P. and W. T., the grantors named in the within deed, do hereby remise, release, and forever quit claim to the said W. P. and W. T., their heirs and assigns, all my claim and title in and to the premises within described under and by virtue of said W. P. and W. T.'s mortgage to me, dated —, and recorded with — deeds, book —, page —; but without prejudice to my interest in the residue of the premises described in said mortgage.

To have and to hold said released premises, to the said W. P. and W. T., their heirs and assigns, to their use and behoof forever.

Witness our hands and seals, &c. A. B. [L. s.]

Executed and delivered in presence of

[Must be acknowledged and recorded.—See Form of, pp. 5—8.]

Release of Dower, by a Widow.*

KNOW ALL MEN BY THESE PRESENTS, That I, A. B. of —, in the county of —, and state of —, widow of C. B., late of said —, in consideration of the sum of — dollars, to me paid by G. S., of said —, in said county of —, the receipt whereof I hereby acknowledge, do grant, remise, release, and forever quit-claim, unto the said G. S., his heirs and assigns forever, all my dower and thirds, right and title of dower and thirds, and all other right, title, interest, claim and demand whatsoever, in law and equity, that I have in a certain lot of land, &c., [here describing it] so that neither I, the said A. B., my heirs, executors or administrators, nor any other person or persons for me, them, or any of them, shall have, claim, or demand, any dower or thirds, or any other right, title, claim, or demand, of, in, or to the said premises. In witness whereof, I have hereunto set my hand and seal, the — day of —, one thousand eight hundred and —.

A. B. [L. s.]

Sealed and delivered in presence of

* In a deed for release of dower by a wife, the husband should be joined in the execution.

[WAY,—GRANT OF AN ALLEY, OR PASSAGE.*

THIS INDENTURE made this — day of —, in the year of our Lord one thousand eight hundred and forty —, between A. B. of —, of the one part, and C. D. of —, of the other part, Witnesseth,

That, in consideration of the sum of — dollars paid to the said A. B. by the said C. D., the receipt of which is hereby acknowledged, the said A. B. for himself, his heirs and assigns, hath granted, bargained and sold, and doth by these presents, grant, bargain, and sell unto the said C. D. and to his heirs and assigns, the free and uninterrupted use, liberty and privilege of and passage in and along a certain alley or passage of — in breadth, and — feet in depth, extending out of and from — street, in the town aforesaid, along the south side of the present messuage and lot of the said C. D. together with free ingress and egress, to and for the said C. D. his heirs and assigns, his and their tenants and undertenants, occupiers and possessors of the said C. D.'s messuage and ground, contiguous to the said alley or passage, at all times and seasons forever hereafter, into, along, upon, and out of the alley or passage, in common with the said A. B. his heirs and assigns, tenants and occupiers of the said A. B.'s messuage or ground adjoining to the same alley. 'To have and to hold' all and singular the privileges and advantages aforesaid, to him the said C. D. his heirs and assigns, to the only proper use and behoof of him the said C. D. his heirs and assigns forever, in common with the said A. B. his heirs and assigns as aforesaid, subject nevertheless to the moiety or equal half part of all necessary charges and expenses which shall from time to time, and at all times hereafter, accrue or happen, in paving, amending, repairing, and cleansing the said alley or passage.

In witness whereof, we have hereunto set our, &c.

A. B. [L. s.]
C. D. [L. s.]

Scaled and delivered in presence of

* *Easements.* No person can acquire any right to a privilege of way, air, or light, nor any other easement, in Massachusetts, New York, and several other States, unless such shall have been continued uninterrupted for twenty years. In Connecticut and Vermont, by fifteen. In South Carolina, thirty. But it is held not to exist in New Jersey or Pennsylvania.

In some States the acquiring of such a right may be prevented by serving a notice on the opposite party, and recording the same; and a copy of the notice must be affixed to the house or some other conspicuous part of the premises.

WILL.*

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., of — in the county of —, and state of —, merchant, being of sound disposing mind and memory, do make and publish this my last Will and Testament.

First. I give and bequeath to my son C. B., one hundred dollars, to my sons I. B. and R. B. five hundred dollars each, if they shall have attained to the age of twenty-one years before my decease, but if they shall be under that age at my decease, then I give to them eight hundred dollars each, the last mentioned sum to be in the place of the sum first mentioned.

Second. I give and bequeath to my daughters, S. B. and M. B., three thousand dollars each, if they shall be unmarried and in single life, at my decease; but if either of them, S. B. or M. B. shall have married before my decease, then to such married daughter I give and bequeath one thousand dollars, in lieu of the three thousand dollars first mentioned.

Third. I give and bequeath to my beloved wife, N. B., all my household furniture, wearing apparel, and all the rest and residue of my personal property, after paying from the same the several legacies already named, but if there should not be at my decease sufficient personal property to pay the above named legacies, then so much of my real estate shall be sold as will raise sufficient money to pay the same.

Fourth. I give and devise to my beloved wife, N. B., all the rest and residue of my real estate, as long as she shall remain unmarried, and my widow; but on her decease or marriage, the remainder thereof I give and devise to my said children, and their heirs, respectively to be divided in equal shares between them.

* In Massachusetts, New Hampshire, Maine, Rhode Island, Connecticut, New Jersey, Pennsylvania, Maryland, South Carolina, Georgia, Mississippi and Alabama, the attestation is good if signed by three witnesses. In Delaware, Virginia, Ohio, Illinois, Indiana, Missouri, Tennessee, North Carolina and Kentucky, two only are required.

In New York, only two witnesses are necessary, who must write opposite their names their places of residence.

A Codicil is an additional or supplemental Will, and requires a like attestation with the original Will.

If a testator in his Will makes provision for his wife, declaring the same to be instead of dower, the wife may have her election to accept the provisions of the Will, or claim her dower at law, but cannot have both. If the provisions in the Will are not declared to be instead of dower, she will hold both.

Fifth. I ordain and appoint my brother, R. B., as executor of this my last Will and Testament.

In testimony whereof, I have hereunto set my hand and seal, and publish and declare this to be my last Will and Testament in the presence of the witnesses named below, this — day of —, in the year —.

A. B.

Signed, sealed, published and declared by the said A. B., as and for his last Will and Testament in presence of us, who in his presence, and in the presence of each other, and at his request have hereunto subscribed our names as witnesses

L. M.

O. P.

G. H.

NOTES, DUE BILLS, RECEIPTS, BILLS OF EXCHANGE, DRAFTS, AND ORDERS.

NEGOTIABLE NOTE.

B——, MARCH —, 18—. For value received I promise to pay A. B., or order, — dollars in — months [or days].

\$——

C. D.

No. — Due —.

Joint and several Note.

\$—— D——, APRIL —, 18—. — months [or days] after date, we jointly and severally promise to pay G. H., or order, — dollars, value received.

A. B.

C. D.

E. F.

Note — with Witness.

\$—— E——, MAY —, 18—. For value received I promise to pay A. B., or order, the sum of — dollars, in — months [or days] from date, with interest, at the rate of — per centum per annum.

In presence of

E. F.

E. H.

NOTES, to be negotiable, must be made payable to the *payee*, or *order*, or to *bearer*. If made payable to several persons, not co-partners, they must be endorsed by each person. A note may be endorsed so as to preclude all recourse to the endorser, as follows: *B. B. without recourse*. Any person may be authorized to make a demand for payment. If the acceptor or maker be absent, the demand may be presented to his agent, or left at his place of business, or house. If he has absconded, no demand is necessary. All notes are allowed three days grace, and if not paid before the expiration of that time, the endorsers, if they reside in the vicinity, must be immediately notified of the fact, but if they reside at a distance, the notification may be sent by the quickest mode of conveyance, or the earliest post, or the endorsers will not be held liable.

If a letter be sent to the endorser by post, and it miscarry, and the endorser not receive it, still the notice is sufficient. The notice should be given to all the parties. The holder may make liable all the endorsers on the bill or note, besides the maker and drawer. But payment by one releases the whole.

Notes payable to order, or bearer, when negotiated, give to the assignee a right against all antecedent parties whose names are on them.

A note may be transferred either before or after it is due. When taken before due, the assignee is not affected by any circumstances existing between the antecedent parties to the note. When received after due, the assignee takes the note subject to all the equitable rights existing between the antecedent parties.

**Note on demand—with Interest.*

\$——— F———, JUNE —, 18—. I promise to pay A. B., or order, the sum of ——— dollars on demand with interest, for value received. C. D.

R E C E I P T S .

G———, JULY —, 18—. Received of A. B. ——— dollars in full of all demands. C. D.

Receipt for Money received of a third Person.

H———, AUG. —, 18—. Received of A. B., by the hands of C. D., the sum of ——— dollars, in full of all demands. E. F.

Receipt for Interest due on a Bond.

B———, SEPT. —, 18—. Received of W. R., the sum of ——— dollars, in full for one year's interest of ——— dollars due to me the ——— day of ——— last, on bond by the said W. R., which sum is endorsed [or, shall be] on said bond. E. W.

Receipt for Money due on a Bond.

B———, Nov. 18—. Received of A. B., the sum of ——— dollars, due to me the ——— day of last ———, on bond by the said A. B., to be endorsed thereon. C. D.

BORROWED MONEY DUE BILLS, OR MEMORANDUM CHECK.

\$——— I———, SEPT. —, 18—. Borrowed and received of A. B., ——— dollars, which I promise to pay on demand with interest. C. D.

Another.

J———, OCT. —, 18—. Borrowed and received of A. B. ——— dollars, payable on demand. C. F.

Due Bill.

Due, on demand, to A. B., or bearer, for ——— dollars, to be paid in merchandize, value received.

M———, OCT. —, 18—. N. O.

A SET OF BILLS OF EXCHANGE.

No 56. Ex. \$———

D———, MAY —, 18—.

Thirty days after sight, of this my *First* Bill of Exchange, (second and third of the same tenor and date not paid,) pay to C. D. & Co., without further advice from me, ——— dollars, value received, and charge the same to account of Your Ob't Servant.

To Messrs. E. F. & Sons, }
C———.

A. B.

* *Endorsers to Promissory Notes on demand.*—In Massachusetts, a demand made at the expiration of sixty days from date, without grace, or at any time within that term, shall be deemed to be within a reasonable time. Endorsers are liable, upon reasonable notice, given according to the rules of law, and customs of merchants.

No. 56. *Ex.* \$———

D——, MAY —, 18—.

Thirty days after sight, of this my *Second* Bill of Exchange, (first and third of the same tenor and date not paid,) pay to, &c.

No. 56. *Ex.* \$———

D——, MAY —, 18—.

Thirty days after sight, of this my *Third* Bill of Exchange, (first and second of the same tenor and date not paid,) pay to, &c.

INLAND DRAFTS FOR MONEY, WITH ACCEPTANCE.

\$———

B——, Nov. —, 18—.

——— months [or days] after date, pay to the order of A. B.———
dollars, value received, and place the same to account of C. D.

To E. F. Merchant, N. Y. [Accepted, E. F.]

ORDERS.

Mr. A. B. will please pay to X. Y. or bearer, —— dollars in merchandise, and charge the same to the account of

M——, Oct. —, 18—

N. O.

Another.

Mr. A. B., please pay to Mr. H. P. or bearer, —— dollars, and charge the same to my account.

M——, Oct. —, 18—.

N. O.

Another.

Mr. A. B., please deliver to Mr. N. B., or bearer, such goods as he wants at this time, amount not to exceed —— dollars, and charge the same to

B——, Oct. —, 18—.

J. B.

LIABILITIES OF COMMON CARRIERS.

A common carrier is a person who undertakes for hire, to transport goods from one place to another. Bank bills are considered goods.

Captains of ships and owners of steamboats, railroads, wagons, canal boats, &c., conveying freight and parcels for hire, are common carriers, and are liable for all losses and damages which such freight may sustain, whether by robbers, fire, or in any other way, unless it occur by inevitable accident or by enemies.

Where a person specially undertakes to carry goods, although he is not absolutely a common carrier; and they be lost or injured by his neglect or mismanagement, it will give sufficient cause for action. For the pretence of care was what induced the owner to trust him. But if he perform his commission to the best of his ability, and in good faith, he is not liable for damages.

Where there are intermediate carriers, the first one is liable until the goods are delivered at the place for which they are directed, unless there is a special agreement to the contrary.

When the baggage consists of a travelling trunk, containing a large sum of money, or other articles of great value, the carrier is not responsible unless he be made acquainted with their character when delivered to him, in order that he may bestow additional care in protecting and transporting them. The carrier, however, is liable for money in the trunk, if the amount does not exceed that which is usually carried for travelling expenses.

Carriers may regulate their terms according to the extent of their responsibility.

Steamboats, Stage-offices, Cars, &c., often put up notices, that all "baggage is at the risk of the owners," this, however, does not excuse

the company from the payment for any damage which may happen to such baggage from a defect in the vehicles, &c., used in its conveyance.

A carrier is liable for any loss which happens through a defect in the vessel or carriage, no matter what public or particular notice he may give, notwithstanding there is a special agreement that he shall not be liable for losses.

Every carrier has a lien upon goods entrusted to his care, and may retain them until the freight is paid; he is also responsible for all acts of his servants while in his employment.

A master of a vessel may detain goods, or the baggage of a passenger, until the freight or passage money is paid.

A carrier must deliver at the place to which the goods are directed, and within the specified time.

A finder of lost property, for the restoration of which the owner has offered a reward, has a lien on the property, and may retain possession of it if, on his offer to restore it, the owner refuses to pay the reward.

LIABILITIES OF MINORS.

Persons under twenty-one years of age, are called minors.

If a person pretend to be of age, and obtain credit for goods (not necessaries) and then refuse payment on account of his non-age, the person injured cannot recover the value of the goods, but may indict him as a cheat.

Minors cannot bind themselves by contract for any thing but necessaries for their subsistence, clothing or education.

If a minor contract for other things than necessaries, his contract is void or voidable at his election, but if he choose to affirm it, the other party cannot avoid it. A minor whose parent may have released his claim for his labor, or his wages, is not thereby enabled to bind himself by his contracts, nor can a parent or guardian authorize him to make contracts by which he will be bound, if he choose to disaffirm them.

BOARD, PLANK, AND TIMBER TABLE,

For Lumber Dealers, Carpenters, &c.

* Timber is chiefly estimated by the square or superficial foot of 144 inches, or cubic foot of 1728; the calculation of which is performed by duodecimals; that is, the foot or inch, &c., divided into 12 parts or divisions, thus:—

12 fourths make 1 third, 12 thirds make 1 second,
12 seconds " 1 inch, 12 inches " 1 foot,

And the several values arising are:—

Feet multiplied by feet give feet,
Feet multiplied by inches give inches,
Feet multiplied by seconds give seconds,
Inches multiplied by inches give seconds,
Inches multiplied by seconds give thirds,
Seconds multiplied by seconds give fourths, &c.

But this rule is more commonly called Cross multiplication, on account of commencing with the left hand figure of the multiplier.

RULE 1.— Place the multiplier under the multiplicand, feet under feet, inches under inches, seconds under seconds, &c.

2.— Multiply each denomination of the length by the feet of the breadth, beginning at the lowest, and place each product under that denomination of the multiplicand from which it arises, always carrying one for every 12.

3.— Multiply by the inches, and set each product one place farther to the right hand.

4. — Then multiply by the seconds, and set each product another place towards the right hand, &c.

Thus proceed in like manner with all the other denominations, and their sum will be the content.

EXAMPLE 1. — Required the superficial content of a board 12 feet 6 inches long and 1 foot 5½ inches broad.

	F.	I.	
	12	6	
Multiplied by	1	5	6
	12	6	
	5	2	6
		6	3
Feet	18	2	9

When the two ends of a board or plank are of different breadths, add the two breadths together, and multiply the length by half the sum.

EXAMPLE 2. — A plank that is 1 foot 4 inches broad at one end, 11½ inches broad at the other, and 18 feet 9 inches long, what is its superficial content.

16 added to 11½ is equal to 27½ divided by 2 is equal to 13¾ inches.

	F.	I.	
Then	18	9	
13 $\frac{3}{4}$ inches is equal to	1	1	9
	18	9	
	1	6	9
	1	2	0
Feet	21	5	9

TABLE OF FLAT OR BOARD MEASURE.

Breadth in inches.	Area of a lineal foot.	Breadth in inches.	Area of a lineal foot.	Breadth in inches.	Area of a lineal foot.	Breadth in inches.	Area of a lineal foot.
¼	·0208	3	·25	6	·5	9	·75
½	·0417	3¼	·2708	6¼	·5208	9¼	·7708
¾	·0625	3½	·2916	6½	·5416	9½	·7917
1	·0834	3¾	·3125	6¾	·5625	9¾	·8125
1¼	·1042	4	·3334	7	·5833	10	·8334
1½	·1252	4¼	·3542	7¼	·6042	10¼	·8542
1¾	·1459	4½	·375	7½	·625	10½	·875
2	·1667	4¾	·3958	7¾	·6458	10¾	·8959
2¼	·1875	5	·4167	8	·6667	11	·9167
2½	·2084	5¼	·4375	8¼	·6875	11¼	·9375
2¾	·2292	5½	·4583	8½	·7084	11½	·9583
		5¾	·4792	8¾	·7292	11¾	·9792

Application and Use of the Table.

1. Required the number of square feet in a board or plank 16½ feet in length, and 9¾ inches in breadth.

Opposite 9¾ is ·8125 multiplied by 16·5 is equal to 13·4 square feet.

2. A board 1 foot 2¾ inches in breadth, and 21 feet in length; what is its superficial content in square feet?

Opposite 2¾ is ·2292, to which add the 1 foot.

Then 1·2292 multiplied by 21 is equal to 25·8 square feet.

3. In a board 15½ inches at one end, 9 inches at the other, and 14½ feet in length, how many square feet?

15·5 added to 9 is equal to 24½, or 1·0208; and 1·0208 multiplied by 14·5 is equal to 14·8 square feet.

TO FIND THE SOLIDITY OF TIMBER.

The solid content of timber (according to custom) is found by multiplying the length by the square of the $\frac{1}{4}$ girth.

EXAMPLE. — Required the content of a tree in cubic feet, whose girth in the middle is 84 inches, and length 25 feet 6 inches.

84 divided by 4 is equal to 21 inches $\frac{1}{4}$ girth.

and 21 inches is equal to	F. 1. 1 9	Then	F. I. 25 6
Multiplied by	1 9	Multiplied by	3 0 9
	<u>1 9</u>		<u>76 6</u>
	1 3 9		1 7 1 6
equal to	<u>3 0 9</u>	Feet	<u>78 1 1 6</u>

But a more expeditious method is obtained by means of the following

TABLE OF CUBIC OR SOLID MEASURE.

$\frac{1}{4}$ Girth in Inches.	Area in Feet.	$\frac{1}{4}$ Girth in Inches.	Area in Feet.	$\frac{1}{4}$ Girth in Inches.	Area in Feet.	$\frac{1}{4}$ Girth in Inches.	Area in Feet.
6	.250	10 $\frac{3}{4}$	.803	15 $\frac{1}{2}$	1.668	22 $\frac{1}{2}$	3.516
6 $\frac{1}{2}$	.272	11	.840	15 $\frac{3}{4}$	1.722	23	3.673
6 $\frac{1}{2}$	.294	11 $\frac{1}{4}$	.878	16	1.777	23 $\frac{1}{2}$	3.835
6 $\frac{3}{4}$	.317	11 $\frac{1}{2}$	.918	16 $\frac{1}{4}$	1.833	24	4.000
7	.340	11 $\frac{3}{4}$	.959	16 $\frac{1}{2}$	1.890	24 $\frac{1}{4}$	4.168
7 $\frac{1}{4}$	.364	12	1.000	16 $\frac{3}{4}$	1.948	25	4.340
7 $\frac{1}{2}$	.390	12 $\frac{1}{4}$	1.042	17	2.006	25 $\frac{1}{2}$	4.516
7 $\frac{3}{4}$	.417	12 $\frac{1}{2}$	1.085	17 $\frac{1}{4}$	2.066	26	4.694
8	.444	12 $\frac{3}{4}$	1.129	17 $\frac{1}{2}$	2.126	26 $\frac{1}{2}$	4.876
8 $\frac{1}{4}$	.472	13	1.174	17 $\frac{3}{4}$	2.187	27	5.062
8 $\frac{1}{2}$	.501	13 $\frac{1}{4}$	1.219	18	2.250	27 $\frac{1}{2}$	5.252
8 $\frac{3}{4}$	.531	13 $\frac{1}{2}$	1.265	18 $\frac{1}{2}$	2.376	28	5.444
9	.562	13 $\frac{3}{4}$	1.313	19	2.506	28 $\frac{1}{2}$	5.640
9 $\frac{1}{4}$	.594	14	1.361	19 $\frac{1}{2}$	2.640	29	5.840
9 $\frac{1}{2}$	.626	14 $\frac{1}{4}$	1.410	20	2.777	29 $\frac{1}{2}$	6.044
9 $\frac{3}{4}$	.659	14 $\frac{1}{2}$	1.460	20 $\frac{1}{2}$	2.917	29 $\frac{3}{4}$	6.044
10	.694	14 $\frac{3}{4}$	1.511	21	3.062	30	6.250
10 $\frac{1}{4}$	.730	15	1.562	21 $\frac{1}{2}$	3.209		
10 $\frac{1}{2}$	.766	15 $\frac{1}{4}$	1.615	22	3.362		

RULE. — Multiply the area corresponding to the $\frac{1}{4}$ girth in inches by the length of the timber in feet; and the product is the solidity in feet and decimal parts.

EXAMPLE. — A piece of timber, 18 feet long and 14 inches square, how many cubic feet does it contain?

1.361 multiplied by 18 is equal to 24.498 cubic feet.

NUMBER OF CUBIC FEET IN A TON OF VARIOUS BODIES.

Names of Bodies.	Cubic feet in a ton.	Names of Bodies.	Cubic feet in a ton.
Marble.....	13.07	Beech.....	50.5
Granite.....	13.5	Teak.....	48
Common Stone.....	14.22	Spanish Mahogany.....	42
Paving do.....	14.83	Honduras do.....	64
Sand.....	23.5	Maple and Riga Fir.....	47.8
Coal.....	28.7	Larch.....	65.8
Tallow.....	38	Pitch Pine.....	53.6
English Oak.....	37	Oil.....	39
American do.....	41	Proof Spirits.....	38.6
Ash.....	47	Distilled Water.....	35.8
Elm.....	64.5	Sea do.....	34.7

SOLID MEASURE.

1728 Cubic inches	is equal to	1 Cubic foot.
27 Cubic feet.....	„	1 Cubic yard.
42 Cubic feet	„	1 Ton of Shipping.

A Load of unhewn timber	is equal to	40 Cubic feet.
„ squared do.	„	50 „
„ 1 inch plank	„	600 Square feet.
„ 1½ inch do.	„	400 „
„ 2 inch do.	„	300 „

CARPENTER'S MEASURE FOR BOXES.

A box 24 inches by 16 inches square and 28 inches deep, will contain a barrel, or 10,752 cubic inches.

A box 24 inches by 16 inches square and 14 inches deep, will contain half a barrel, or 6,376 cubic inches.

A box 16 inches by 16 8-10 inches square and 8 inches deep, will contain one bushel, or 2,150 4-10 cubic inches.

A box 12 inches by 11 2-10 inches square and 8 inches deep, will contain half a bushel, or 1,075 2-10 cubic inches.

A box 8 inches by 8 4-10 inches square and 8 inches deep, will contain one peck or 537 6-10 cubic inches.

A box 8 inches by 8 inches square and 4 2-10 inches deep, will contain one half peck, 268 3-10 cubic inches.

A box 7 inches by 4 inches square and 4 8-10 inches deep will contain half a gallon, or 134 4-10 cubic inches.

A box 4 inches by 4 inches square and 4 2-10 inches deep, will contain one quart, or 67 2-10 cubic inches.

TABLE OF FOREIGN WEIGHTS AND MEASURES,

Reduced to the Standard of the United States

Last, in Amsterdam, of grain.....85¼ bushels.	Mount, in France.....1 ton.
Last, in Bremen, of grain.....80 do.	Oke, in Smyrna.....2.83 lbs.
Last, in Dantzic, of grain, nearly 93 do	Pood, in Russia.....36 lbs.
Last, in Flushing, of grain....92½ do.	Quarter of grain, in Eng-
Last, in Hamburg, of grain..89.6¼ do.	land8 bushels.
Last, in Rotterdam, of grain, 85.136 do	Quintal, of Portugal.....89.95 do.
Last, in Utrecht, of grain, over 59 do.	Quintal, in Smyrna.....129.48 do.
Lispound, in Hamburg..16 lbs. 5 oz.	Quintal, in Turkey....167 lbs. 3 oz.
Lispound, in Holland....18 lbs. 4 oz.	Salma, in Malta, of grain, 8.22 bushels
Mina, in Genoa, of grain, 3.43 bushels.	Salma, in Sicily, of grain.....97 do.
	Tale, in China.....1½ oz.

WEIGHT OF VARIOUS ARTICLES.

A bushel of Wheat weighs . 60 lbs.	A bushel of Salt weighs . 70 lbs.
“ Beans “ . 63 “	“ Castor Oil
“ Peas “ . 64 “	“ Beans weighs 56 “
“ Corn “ . 56 “	“ Hemp seed “ 44 “
“ Rye “ . 56 “	“ Timothy seed “ 56 “
“ Barley “ . 46 “	“ Blue grass seed “ 14 “
“ Oats “ . 30 “	“ Apples (dried) “ 22 “
“ Potatoes “ . 60 “	“ Peaches (dried) “ 33 “
“ Clover seed “ . 60 “	

A Gallon of Oil weighs.....	9.32 lbs. Avoirdupois.
“ Distilled Water.....	10 “
“ Sea Water.....	10.32 “
“ Proof Spirits.....	9.3 “

FREIGHTS. — QUANTITY OF GOODS TO COMPOSE A TON.

From By-laws of the New York Chamber of Commerce.

Resolved, That when vessels are freighted by the ton, and no special agreement is made between the owner of the vessel and freighter of the goods, respecting the proportion of tonnage which each particular article shall be computed at, the following regulation shall be the standard of computation:—

That the articles, the bulk of which shall compose a ton, to equal a ton of heavy materials, shall be in weight as follows: 1568 lbs. of coffee in casks, 1830 lbs. in bags; 1120 lbs. of cocoa in casks, 1307 lbs. in bags.

952 lbs. pimento in casks, 1110 in bags.

Eight barrels of flour, 196 lbs. each.

Six barrels of beef, pork, tallow, pickled fish, pitch, tar and turpentine.

Twenty hundred weight of pig and bar iron, potashes, sugar, logwood, fustic, Nicaragua wood, and all heavy dyewoods, rice, honey, copper ore, and all other heavy goods.

Sixteen hundred weight of coffee,

cocoa, and dried codfish, in bulk, and twelve hundred weight of dried codfish in casks of any size.

Six hundred weight of ship bread in casks, seven hundred in bags, and eight hundred in bulk.

Two hundred gallons (wine measure,) reckoning the full contents of the casks, oil, wine, brandy, or any kind of liquors.

Twenty-two bushels of grain, peas, or beans, in casks.

Thirty-six bushels of grain in bulk.

Thirty-six bushels of European salt.

Thirty-one bushels of salt from the West Indies.

Twenty-nine bushels of sea-coal.

Forty feet (cubic measure) of mahogany, square timber, oak plank, pine, and other boards, beavers, furs, peltry, beeswax, cotton, wool, and bale goods of all kinds

One hogshead of tobacco, and ten hundred weight of dry hides.

Eight hundred weight of China raw silk, ten hundred weight of net bohea, and 800 green tea.

THE FOLLOWING TABLE SHOWS THE ESTIMATED POWER OF MAN OR HORSE AS APPLICABLE TO MACHINERY.

<i>Application of the power.</i>	<i>Lbs. Avr. at the rate of 220 feet per minute.</i>	<i>Lbs. Avr. at the rate of one foot per minute.</i>
A man is supposed to be capable of lifting or carrying - - - - -	27·273 or	6000
A man is supposed to be capable of turning the winch of a crane with a force equal to - -	28·637 or	6300
When the united efforts of two men are applied to the winch of a crane, the handles being at right angles, each man exerts a force equal to	33·499 or	7350
A man is supposed to exert a power in pumping equal to - - - - -	17·335 or	3814
In ringing, a man exerts a force equal to	33·955 or	8570
And in rowing - - - - -	40·955 or	9010
The power of a horse - - - - -	150 or	33000

TABLE SHOWING THE QUANTITY AND WEIGHT OF A SUPERFICIAL FOOT OF BRICK WORK, FROM $\frac{1}{2}$ A BRICK TO $2\frac{1}{2}$ IN THICKNESS [ENGLISH].*

Thickness by number.	Thickness in inches.	Number of bricks.	Weight in lbs. avoirdupois.	* 1 English brick weighs 9 lbs. avoirdupois nearly, and is usually 9 inches long by $4\frac{1}{2}$ broad, and $2\frac{1}{2}$ deep; $15\frac{1}{2}$ are equal to 1 cwt., and 250 are equal to $\frac{1}{2}$ ton. An American brick is usually $7\frac{1}{2}$ inches long, $3\frac{1}{4}$ broad, and 2 deep, and weighs about half as much as an English brick.
$\frac{1}{2}$ brick.	$4\frac{1}{2}$	4.58	40.23	
1	9	9.15	80.37	
$1\frac{1}{2}$	14	13.72	120.51	
2	$18\frac{1}{2}$	18.3	160.74	
$2\frac{1}{2}$	$23\frac{1}{2}$	22.875	200.93	

NOTE. — The weight is independent of mortar.

BOARD BY THE WEEK — AND RATE OF WAGES PER WEEK
FOR DOMESTIC HELP.

Time	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
Days	\$1 00	\$1 25	\$1 50	\$1 75	\$2 00	\$2 25	\$2 50	\$3 00	\$3 25	\$3 50	\$4 00	\$4 50
1	14	18	21	25	29	32	36	43	46	50	57	64
2	29	36	43	50	57	64	71	86	93	1 00	1 14	1 29
3	43	54	64	75	86	96	1 07	1 29	1 39	1 50	1 71	1 93
4	57	71	86	1 00	1 14	1 29	1 43	1 71	1 86	2 00	2 29	2 57
5	71	89	1 07	1 25	1 43	1 61	1 79	2 14	2 32	2 50	2 86	3 21
6	86	1 07	1 29	1 50	1 71	1 93	2 14	2 57	2 79	3 00	3 43	3 86
7	1 00	1 25	1 50	1 75	2 00	2 25	2 50	3 00	3 25	3 50	4 00	4 50

HAY. — TABLE OF PRICES.

lbs.	\$ 4	\$ 5	\$ 6	\$ 7	\$ 8	\$ 9	\$ 10	\$ 11	\$ 12	\$ 13	\$ 14	\$ 15	\$ 16	\$ 17	\$ 18
10	2	3	3	4	4	5	5	6	6	7	7	8	8	9	9
15	3	4	5	5	6	7	8	8	9	10	11	11	12	13	14
20	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
25	5	6	8	9	10	11	13	14	15	16	18	19	20	21	23
30	6	8	9	11	12	14	15	17	18	20	21	23	24	26	27
40	8	10	12	14	16	18	20	22	24	26	28	30	32	34	36
50	10	13	15	18	20	23	25	28	30	33	35	38	40	43	45
60	12	15	18	21	24	27	30	33	36	39	42	45	48	51	54
70	14	18	21	25	28	32	35	39	42	46	49	53	56	60	63
80	16	20	24	28	32	36	40	44	48	52	56	60	64	68	72
90	18	23	27	32	36	41	45	50	54	59	63	68	72	77	81
100	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90
200	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180
300	60	75	90	105	120	135	150	165	180	195	210	225	240	255	270
400	80	100	120	140	160	180	200	220	240	260	280	300	320	340	360
500	100	125	150	175	200	225	250	275	300	325	350	375	400	425	450
600	120	150	180	210	240	270	300	330	360	390	420	450	480	510	540
700	140	175	210	245	280	315	350	385	420	455	490	525	560	595	630
800	160	200	240	280	320	360	400	440	480	520	560	600	640	680	720
900	180	225	270	315	360	405	450	495	540	585	630	675	720	765	810
1000	200	250	300	350	400	450	500	550	600	650	700	750	800	850	900
1100	220	275	330	385	440	495	550	605	660	715	770	825	880	935	990
1200	240	300	360	420	480	540	600	660	720	780	840	900	960	1020	1080
1300	260	325	390	455	520	585	650	715	780	845	910	975	1040	1105	1170
1400	280	350	420	490	560	630	700	770	840	910	980	1050	1120	1190	1260
1500	300	375	450	525	600	675	750	825	900	975	1050	1125	1200	1275	1350
1600	320	400	480	560	640	720	800	880	960	1040	1120	1200	1280	1360	1440
1700	340	425	510	595	680	765	850	935	1020	1105	1190	1275	1360	1445	1530
1800	360	450	540	630	720	810	900	990	1080	1170	1260	1350	1440	1530	1620
1900	380	475	570	665	760	855	950	1045	1140	1235	1330	1425	1520	1615	1710
2000	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800

HAY.—10 cubic yards of meadow hay weigh a ton. When the hay is taken out of large or old stacks, 8 and 9 yards will make a ton.
11 or 12 cubic yards of clover, when dry, weigh a ton.

IMPERIAL MEASURE OF CAPACITY FOR COALS, WHEAT,
CORN, FRUIT, AND OTHER GOODS.

4 Gills . . . equal to 1 Pint.	4 Pecks . . . equal to 1 Bushel.
2 Pints . . . " 1 Quart.	3 Bushels . . . " 1 Sack.
4 Quarts . . . " 1 Gallon.	8 Bushels . . . " 1 Quarter.
2 Gallons . . . " 1 Peck.	12 Sacks, or 36 bshls. " 1 Chaldron.

INTEREST TABLES.

A SIMPLE AND EASY METHOD TO FIND THE INTEREST FOR ANY SUM, FOR ANY NUMBER OF DAYS, WITH GREAT RAPIDITY AND ACCURACY, AT THE RATE OF SIX PER CENT PER ANNUM;—MENTAL APPLICATION BEING ONLY REQUIRED, AFTER COMMITTING THE FOLLOWING TABLE TO MEMORY;—BY TAKING THE ALIQUOT* PARTS OF 60, AND 6 COMBINED, AND THE ALIQUOT PARTS OF THOSE ALIQUOT PARTS, VIZ.:—

EXAMPLE.

For	1 Day,	divide the sum of dollars by	6	the answer is mills.
"	2 Days,	divide the sum of dollars by	3	the answer is mills.
"	3 "	divide the sum of dollars by	2	the answer is mills.
"	4 "	deduct from the sum of dolls.	1-3	the answer is mills.
"	5 "	deduct from the sum of dolls.	1-6	the answer is mills.
"	6 "	the sum of dollars is the answer in	mills.	
"	7 "	add to the sum of dollars	1-6	the answer is mills.
"	8 "	add to the sum of dollars	1-3	the answer is mills.
"	9 "	add to the sum of dollars	1-2	the answer is mills.
"	10 "	divide the sum of dollars by	6	the answer is cents.
"	11 "	divide the sum of dollars by	6	add int. for 1 day.
"	12 "	multiply the sum of dollars by	2	the answer is mills.
"	13 "	multiply the sum of dollars by	2	add int. for 1 day.
"	14 "	multiply the sum of dollars by	2	add int. for 2 days.
"	15 "	divide the sum of dollars by	4	the answer is cents.
"	16 "	divide the sum of dollars by	4	add int. for 1 day.
"	17 "	divide the sum of dollars by	4	add int. for 2 days.
"	18 "	multiply the sum of dolls. by	3	the answer is mills.
"	19 "	multiply the sum of dollars by	3	add int. for 1 day.
"	20 "	divide the sum of dollars by	3	the answer is cents.
"	21 "	divide the sum of dollars by	3	add int. for 1 day.
"	22 "	divide the sum of dollars by	3	add int. for 2 days.
"	23 "	divide the sum of dollars by	3	add int. for 3 days.
"	24 "	multiply the sum of dollars by	4	the answer is mills.
"	26 "	multiply the sum of dollars by	4	add int. for 2 days.
"	27 "	multiply the sum of dollars by	4	add int. for 3 days.
"	28 "	divide the sum of dollars by	2	deduct 2 day's int.
"	29 "	divide the sum of dollars by	2	deduct 1 day's int.
"	30 "	divide the sum of dollars by	2	the answer is cents.
"	60 "	the sum of dollars is the answer in	cents.	

The legal interest of New York being seven per cent, it is usual to add to each item its one-sixth; but in computing the interest on an account current, at seven per cent, the addition to each item of its one-sixth would be unnecessary, as the interest may be estimated at six per cent, and to the balance of this interest its one sixth may be added.

Liability to error is lessened by the above process and much time saved.

* An aliquot part of a number or quantity is one which will measure it without a remainder. Thus 5 is an aliquot part of 15; 3 of 12, &c.

ANOTHER MODE OF COMPUTING INTEREST.

Multiply the sum by the number of days; that product being divided by 6, will give the interest in mills; then strike off the right hand figure.

EXAMPLE.

200 dollars

12 days.

Divide the product by 6) 2400 (40 [0] cents.

If 7 per cent is required, add to 6 per cent its one-sixth.

EQUATION OF PAYMENTS.

RULE, OR METHOD, FOR FINDING THE AVERAGE INTEREST ON DIFFERENT PAYMENTS.

Example. — Goods are sold at sundry times, on four months' credit. The first payment comes due on the 1st of March, the second on the 1st of April, the third on the 1st of May, and the fourth on the 1st of June. Settlement on the 1st of July. The following Interest has accrued.

Mrch 1, \$300.	From Mrch 1 to July 1 is 122 days.	— Interest	\$ 6 10
April 1, 200.	“ April 1 to July 1 is 91 days.	— “	3 03
May 1, 100.	“ May 1 to July 1 is 61 days.	— “	1 02
June 1, 50.	“ June 1 to July 1 is 30 days.	— “	25

TO OBTAIN THE INTEREST ON THE ABOVE.

For 122 Days, add to 2 per cent the interest of two days.

For 91 Days, add to one per cent the interest of half per cent and one day, (or, deduct 9 days from the interest of 100 days.)

For 61 Days, add to 1 per cent the interest of one day.

For 30 Days, half the interest of one per cent.

USUAL METHOD.

Multiply \$300 by 122 days, the product is 36.600.

“ 200 by 91 days, the product is 18.200

“ 100 by 61 days, the product is 6.100

“ 50 by 30 days, the product is 1.500.

The sum total being 62,400, divide it by 6, the interest is \$10.40.

TABLE for Banking and Equation, showing the number of days from any Date in one Month, to the same Date in any other Month. — Example. How many days from the 2d of February to the 2d of August? Look for February at the left hand, and August at the top, in the angle is 182.												
1848. Leap Year.	Jan.	Feb.	Mar.	April	May.	June.	July.	Aug.	Sep.	Oct.	Nov.	Dec.
Jan.	366	31	60	91	121	152	182	213	244	274	305	335
Feb.	335	366	29	60	90	121	151	182	213	243	274	304
Mar.	306	337	365	31	61	92	122	153	184	214	245	275
April.	275	306	334	365	30	61	91	122	153	183	214	244
May.	245	276	304	335	365	31	61	92	123	153	184	214
June.	214	245	273	304	334	365	30	61	92	122	153	183
July.	184	215	243	274	304	335	365	31	62	92	123	153
Aug.	153	184	212	243	273	304	334	365	31	61	92	122
Sep.	122	153	181	212	242	273	303	334	365	30	61	91
Oct.	92	123	151	182	212	243	273	304	335	365	31	61
Nov.	61	92	120	151	181	212	242	273	304	334	365	30
Dec.	31	62	90	121	151	182	212	243	274	304	335	365

CUSTOM HOUSE MONEY TABLE.

The following Table exhibits the United States Custom House Value of various Foreign Currencies, as established by Law.

Pound Sterling of	\$	Cts.	Florin or Guilder of	\$	Cts.
Great Britain,	4	84	Netherlands . . .		40
" Sterling of			Florin or Guilder of		
British Provin-			Bohemia . . .		48 1-2
ces of N. A. }	4		Ducat of Naples,	2	80
Pound of Jamaica,	3		Ounce of Sicily,		40
" Honduras,	3		Scuda of Malta,		90 76-100
" T. Island,	3		Pezzo of Leghorn,		05
" Nassau, .	2	50	Real Vellon of Spain		10
Franc of France, .		18 6-10	" of Platte "		83 1-3
" Belgium, .		18 6-10	Mill Rea of Azores,	1	
Dollar of Sweden, .	1	06	" " Maderia,	1	12
" Norway, .	1	06	" " Portugal,		
" Denmark,	1	05	Marc Banco of		
Rix Dol. of Berlin,		69	Hamburg . . .		35
" " Batavia,		75	Rouble of Russia,		
" " Saxony,		69	(silver,) . . .		75
" " Bremen,		78 3-4	Rouble of Russia,		
Thaler of Prussia &			(paper,) . . .		21 4-10
N. Germany . .		69	Rupee of British In-		
Thaler of Leipsic,		69	dia (company,)* .		44 1-2
Florin of S. States			Piastre of Turkey,†		5
of Germany . .		40	Lira of the Lombar-		
Florin of Austria, &			do Venetian King-		16
Augsburg . . .		48 1-2	dom		16
Florin or Guilder			Lira of Tuscany .		18 6-10
of Trieste . .		48 1-2	" Sardinia, .		18 6-10
Florin or Guilder			Livre of Genoa . .		53 1-3
of St. Gall . .		40 36-100	" Catalonia,		26 1-2
Florin or Guilder of			" Neufchatel,		
Nuremburg . .		40	Tale of China . .	1	48
Florin or Guilder of			Pagoda of Madras,	1	84
Frankfort . . .		40	Crown of Tuscany,	1	05

* To change Company Rupees to Sicca add $6\frac{1}{4}$ per cent.

† The English and Swedes divided the Piastre into 80 aspers. Dutch, French, and Venetians 100 aspers. Turks, Greeks, Persians, and Armenians 120 Aspers.

TABLE OF FOREIGN EXCHANGE ON ENGLAND.

Old par value of the Pound Sterling is \$144.4. Present standard value is \$184.4. When exchange is at 9 per cent. it is then at par value; if less than 9 it is below, if higher than 9 it is above.

To reduce old par value, \$144.4, to dollars, multiply by 40, and divide by 9. To reduce dollars to old par value, reverse by multiplying by 9 and dividing by 40.

5 . . . \$1.66 7	7 . . . \$1.75 6	8 1/2 . . . \$4.83.3	10 1/2 . . . \$4.91.1
5 1/2 . . . 4.68 0	7 1/2 . . . 4.76.7	9 . . . 4.81.4	10 1/4 . . . 4.92.2
5 1/4 . . . 4.70.0	7 1/4 . . . 4.77.8	9 1/2 . . . 4.85.6	11 . . . 4.93.3
6 . . . 4.71.1	7 3/4 . . . 4.78.9	9 1/4 . . . 4.86.7	11 1/2 . . . 4.94.4
6 1/2 . . . 4.72.2	8 . . . 4.80.0	9 3/4 . . . 4.87.8	11 1/4 . . . 4.95.6
6 1/4 . . . 4.73.3	8 1/2 . . . 4.81.1	10 . . . 4.88.9	11 3/4 . . . 4.96.7
6 3/4 . . . 4.74.4	8 3/4 . . . 4.82.2	10 1/4 . . . 4.90.0	12 . . . 4.97.8

TABLE OF GOLD AND SILVER COINS

Of all nations, met with in circulation, that have been issued within a century; showing their real worth in Dollars and Cents, and their Commercial Value in Trade. — Sept., 1847.

GREAT BRITAIN.

Denomination.		Dates.	Reign.	\$ c. m
Gold.	Guinea	halves &	1719 to 1760 George I to III.	5
"	do.	quarters	1760 to 1785 Do. III.	5 02 6
"	do.	in pro.	1785 to 1813 Do. "	5 05 5
"	Seven Shillings ..		1806 to 1813 Do. "	1 65
"	Sover'gns	halves	1817 to 1829 Do. III. and IV.	4 83
"	do.	in	1831 to 1836 William IV.	4 85
"	do.	pro.	1836 to 1839 Victoria	4 86 1
"	Double do.		1826 George IV.	9 71 9
Silver.	Shilling		1721 to 1840 Various	22
"	Crown		1822 George IV.	1 09
"	Token 5 shilling		1804 Bank of England	99 7
"	Do. 6 " Irish		1804 " Ireland	99 2

FRANCE.

Gold.	Louis d'or	1726 to 1773	... Louis XV.	4 79
"	Double do.	1744	 Do.	9 71 7
"	Louis d'or	1786 to 1792	 Louis XVI.	4 51 6
"	Double do.	"	 Do.	9 11 9
"	Napoleon of 20 f.	1803 to 1814	 Napoleon	3 84 1
"	Double 40 f.	"	 Do.	7 68 5
"	Forty franc	1814 to 1840	 Various	7 70
"	Twenty do.	"	 Do.	3 85
Silver.	Crown	1726 to 1773	 Louis XV.	1 08 1
"	Half do.	"	 Do.	52 1
"	Crown ($\frac{1}{2}$ in pro.)	1774 to 1792	 Louis XVI.	1 09 1
"	Six Livres	1793	 Louis XVI. and Rep. ..	1 09 3
"	Five franc	1803 to 1838	 Various	93 2

MEXICO.

Gold.	Doubloon	{ Promiscuous dates, coined at eight different mints, varying in value from \$15 44 4 to \$15 67 9, average			15 53 4
Silver.	Dollars or 8 reals				
		{ Do. do. do. do. \$00 94 to \$1 01 05, average ...			1 00 3
	Parts in Proport'n	Will average short weight			
"	Hammered Dollar	1811 to 1818	Various mints ..		95 4
"	Cast Dollar	Various	Do. ..		1 03

AUSTRIA.

Gold.	Ducat	1762 to 1838	 Various reigns	2 27
"	Do. Quadruple	1830	 Do. do.	9 13
"	Sovereign	1778 to 1838	 Do. do.	6 75
Silver.	Rix Dollar	1753 to 1840	 Do. do.	97
"	Florin	1788 to 1840	 Do. do.	49
"	Brabant Coin	1753 to 1790	 Francis II.	1 07

BRAZIL.

Gold.	Moidore	1779 to 1819	 Various reigns	4 92
"	Half Joe	1822 to 1838	 Peter I and II.	8 72
Silver.	964 reis	1810 to 1826	 John VI. and Peter I. ..	1 08
"	1200.	1837	 Peter II.	99 4

BRUNSWICK.

Gold.	X Thaler	1745	 Charles	7 81 2
"	" do.	1813 to 1838	 Various	7 90

DENMARK.

<i>Denomination.</i>	<i>Dates.</i>	<i>Reign.</i>	<i>\$ c. m</i>
<i>Gold.</i> Christian d'or	1775	 Christian VII.	4 01 4
" Dou. Fred'k d'or	1811 to 1839	 Frederick VI.	7 88 2
" Frederick d'or ...	1813 to 1839	 "	3 93

HESSE.

<i>Gold.</i> Ten Thaler	1773 to 1785	 Frederick II.	7 74 2
" Five do.	1771 to 1817	 Various	3 89

NETHERLANDS.

<i>Gold.</i> Ducat	1770 to 1810	 Various reigns	2 25 8
" Ten Guilders	1816 to 1839	 William I.	4 00 7
" Five do ... do.	do.	 Do.	1 99 4
<i>Silver.</i> Ducatoon and $\frac{1}{2}$ s.	1766 to 1795	 William, Stadth	1 26 3
" Rix dollar	1806	 Louis Napoleon	1 03 3
" Guilder	Various	 William I. and V.	40

PORTUGAL.

<i>Gold.</i> Joannese	1730	 John V.	17 24
" Half Joe	in propor'n	 Various	8 65
" Moidore	1714 to 1726	 John X.	6 48 8
" Crown halves	1838	 Maria	5 81 2

PRUSSIA.

<i>Gold.</i> Fredrick d'or	1752 to 1812	 Fred. William	3 95
" Double do.	1800 to 1811	 Do. III	7 92 8
" Do. do.	1831	 Do. "	7 97 2

RUSSIA.

<i>Gold.</i> Imperial	1756 to 1762	 Elizabeth & Catherine	9 97
" Do.	1766 to 1781	 Catherine II.	7 84 2
<i>Silver.</i> Double, $\frac{1}{2}$ in pro.	1722 to 1819	 Various average	80

SAXONY.

<i>Gold.</i> Doub. August d'or	1784 to 1826	 Fred. Augustus	7 90
" Do. do.	1837	 Do. VI.	7 94 6

SPAIN.

<i>Gold.</i> Doubloon & halves	1789 to 1808	 Charles VI. America ...	15 59
" Pistoles or quarters	1813 to 1822	 Ferdinand	3 90
" Doubloons	1751	 Ferdinand VI.	16 26 5
" Escudo or eighths	1809 to 1820	 Do. do.	1 90 6

The ancient Spanish American coinage was the best. There have been no issues since 1822.

<i>Silver</i> Cob Dollar	1736 to 1770	 Phillip and Charles . .	1 01
" Globe do.	1736 to 1771	 Do.	1 00 8
" Pillar'd Dollar	1772 to 1825	 Chas Ferdinand	1 00
" Pistareen	1707 to 1833	 Various average	18 5

The mercantile value of Spanish Doubloons varies from \$16 to \$16.60; of Dollars 104 to 107

LA PLATA, BOLIVIA, CENTRAL AMERICA, CHILI, COLOMBIA, PERU.

The South American coinage of Doubloons and Dollars maintains an arbitrary value in trade. Doubloons, to command the nominal par \$15.60, should, and generally do, weigh the same as a dollar, 17 dwt. 8 1-2 g.

UNITED STATES OF N. A.

Gold Eagles and Parts old Liberty cap, previous to 1834.....\$10 66 2-3

Carolina and Georgia Gold.

" 5 dollars do. before 1834	\$5 28 to 5 39
" 5 " " since 1834, N. C. gold	4 89 to 4 93
" 5 " " " " Carolina gold	4 82 to 4 93
" 5 " " " " Georgia "	4 70 to 4 94
" One dollar, N. C. "	94½ to 97

Spanish, English and French coins are the principal foreign coins in circulation in the United States. The Emigrants from the continent of Europe bring with them considerable quantities of Gold Coin, the value of which is generally unknown in the community. The exact mercantile value of all such coins can be readily ascertained by referring to the foregoing table. In looking for the value, be particular in examining the date of the piece. The Custom House value of various Foreign currencies imported into the United States, as established by Law, &c., are on page 80.

BREMEN RIX DOLLARS

REDUCED INTO AMERICAN DOLLARS AND CENTS.

Custom-House Value.

r. d.	\$ c.	r. d.	\$ c.	r. d.	\$ c.	r. d.	\$ c.	r. d.	\$ c.	r. d.	\$ c.
1	78 ³ / ₄	21	16 54	41	32 29	61	48 04	81	63 79	200	157 50
2	1 58	22	17 33	42	33 08	62	48 83	82	64 58	300	236 25
3	2 36	23	18 11	43	33 86	63	49 61	83	65 36	400	315 00
4	3 15	24	18 90	44	34 65	64	50 40	84	66 15	500	393 75
5	3 94	25	19 69	45	35 44	65	51 19	85	66 94	600	472 50
6	4 73	26	20 48	46	36 23	66	51 98	86	67 73	700	551 25
7	5 51	27	21 26	47	37 01	67	52 76	87	68 51	800	630 00
8	6 30	28	22 05	48	37 80	68	53 55	88	69 30	900	708 75
9	7 09	29	22 84	49	38 59	69	54 34	89	70 09	1000	787 50
10	7 88	30	23 63	50	39 38	70	55 13	90	70 88	1100	866 25
11	8 66	31	24 41	51	40 16	71	55 91	91	71 66	1200	945 00
12	9 45	32	25 20	52	40 95	72	56 70	92	72 45	1300	1023 75
13	10 24	33	25 99	53	41 74	73	57 49	93	73 24	1400	1102 50
14	11 03	34	26 78	54	42 53	74	58 28	94	74 03	1500	1181 25
15	11 81	35	27 56	55	43 31	75	59 06	95	74 81	1600	1260 00
16	12 60	36	28 35	56	44 10	76	59 85	96	75 60	1700	1338 75
17	13 39	37	29 14	57	44 89	77	60 64	97	76 39	1800	1417 50
18	14 18	38	29 93	58	45 68	78	61 43	98	77 18	1900	1496 25
19	14 96	39	30 71	59	46 46	79	62 21	99	77 96	2000	1575 00
20	15 75	40	31 50	60	47 25	80	63 00	100	78 75	2100	1653 75

THALER OF PRUSSIA, NORTHERN GERMANY, AND LEIPSIC, AND THE RIX DOLLAR OF BER- LIN AND SAXONY

REDUCED INTO AMERICAN DOLLARS AND CENTS — THE THA-
LER AND RIX DOLLAR 69 CENTS.

Custom-House Value.

T	\$ c.	T	\$ c.	T	\$ c.	T	\$ c.	T	\$ c.	T	\$ c.	T	\$ c.
1	69	16	11 4	31	21 39	46	31 74	61	42 9	76	52 44	91	62 79
2	1 38	17	11 73	32	22 8	47	32 43	62	42 78	77	53 13	92	63 48
3	2 7	18	12 42	33	22 77	48	33 12	63	43 47	78	53 82	93	64 17
4	2 76	19	13 11	34	23 46	49	33 81	64	44 16	79	54 51	94	64 86
5	3 45	20	13 80	35	24 15	50	34 50	65	44 85	80	55 20	95	65 55
6	4 14	21	14 49	36	24 84	51	35 19	66	45 54	81	55 89	96	66 24
7	4 83	22	15 18	37	25 53	52	35 88	67	46 23	82	56 58	97	66 93
8	5 52	23	15 87	38	26 22	53	36 57	68	46 92	83	57 27	98	67 62
9	6 21	24	16 56	39	26 91	54	37 26	69	47 61	84	57 96	99	68 31
10	6 90	25	17 25	40	27 60	55	37 95	70	48 30	85	58 65	100	69 0
11	7 59	26	17 94	41	28 29	56	38 64	71	48 99	86	59 34	150	103 50
12	8 28	27	18 63	42	28 98	57	39 33	72	49 68	87	60 3	200	138 00
13	8 97	28	19 32	43	29 67	58	40 2	73	50 37	88	60 72	300	207 00
14	9 66	29	20 1	44	30 36	59	40 71	74	51 6	89	61 41	400	276 00
15	10 35	30	20 70	45	31 5	60	41 40	75	51 75	90	62 10	500	345 00

STERLING MONEY

REDUCED INTO DOLLARS AND CENTS, THE POUND \$ 4.84.

Custom-House value — as fixed by Law.

s.	c. m.	£	\$ c.	£	\$ c.	£	\$ c.	£	\$ c.	£	\$ c.	£	\$ c.
1	24 2	1	4 84	21	101 64	41	198 44	61	295 24	81	392 04	100	484 00
2	48 4	2	9 68	22	106 48	42	203 28	62	300 08	82	396 88	200	968 00
3	72 6	3	14 52	23	111 32	43	208 12	63	304 92	83	401 72	300	1452 00
4	96 8	4	19 36	24	116 16	44	212 96	64	309 76	84	406 56	400	1936 00
5	1 21 0	5	24 20	25	121 00	45	217 80	65	314 60	85	411 40	500	2420 00
6	1 45 2	6	29 04	26	125 84	46	222 64	66	319 44	86	416 24	600	2904 00
7	1 69 4	7	33 88	27	130 68	47	227 48	67	324 28	87	421 08	700	3388 00
8	1 93 6	8	38 72	28	135 52	48	232 32	68	329 12	88	425 92	800	3872 00
9	2 17 8	9	43 56	29	140 36	49	237 16	69	333 96	89	430 76	900	4356 00
10	2 42 0	10	48 40	30	145 20	50	242 00	70	338 80	90	435 60	1000	4840 00
11	2 66 2	11	53 24	31	150 04	51	246 84	71	343 64	91	440 44	1100	5324 00
12	2 90 4	12	58 08	32	154 88	52	251 68	72	348 48	92	445 28	1200	5808 00
13	3 14 6	13	62 92	33	159 72	53	256 52	73	353 32	93	450 12	1300	6292 00
14	3 38 8	14	67 76	34	164 56	54	261 36	74	358 16	94	454 96	1400	6776 00
15	3 63 0	15	72 60	35	169 40	55	266 20	75	363 00	95	459 80	1500	7260 00
16	3 87 2	16	77 44	36	174 24	56	271 04	76	367 84	96	464 64	1600	7744 00
17	4 11 4	17	82 28	37	179 08	57	275 88	77	372 68	97	469 48	1700	8228 00
18	4 35 6	18	87 12	38	183 92	58	280 72	78	377 52	98	474 32	1800	8712 00
19	4 59 8	19	91 96	39	188 76	59	285 56	79	382 36	99	479 16	1900	9196 00
		20	96 80	40	193 60	60	290 40	80	387 20			2000	9680 00

FRANCS

REDUCED INTO DOLLARS AND CENTS, THE FRANC 18 $\frac{6}{10}$,*Custom-House value — as fixed by Law.*

fr	\$ cts	fr	\$ cts	fr	\$ cts	frs	\$ cts	frs	\$ cts	frs	\$ cts
1	19	29	5 39	57	10 60	85	15 81	1400	260 40	24000	4464 00
2	37	30	5 58	58	10 79	86	16 00	1500	279 00	25000	4650 00
3	56	31	5 77	59	10 97	87	16 18	1600	297 60	26000	4836 00
4	74	32	5 95	60	11 16	88	16 37	1700	316 20	27000	5022 00
5	93	33	6 14	61	11 35	89	16 55	1800	334 80	28000	5208 00
6	1 12	34	6 32	62	11 53	90	16 74	1900	353 40	29000	5394 00
7	1 30	35	6 51	63	11 72	91	16 93	2000	372 00	30000	5580 00
8	1 49	36	6 70	64	11 90	92	17 11	3000	558 00	31000	5766 00
9	1 67	37	6 88	65	12 09	93	17 30	4000	744 00	32000	5952 00
10	1 86	38	7 07	66	12 28	94	17 48	5000	930 00	33000	6138 00
11	2 05	39	7 25	67	12 46	95	17 67	6000	1116 00	34000	6324 00
12	2 23	40	7 44	68	12 65	96	17 86	7000	1302 00	35000	6510 00
13	2 42	41	7 63	69	12 83	97	18 04	8000	1488 00	36000	6696 00
14	2 60	42	7 81	70	13 02	98	18 23	9000	1674 00	37000	6882 00
15	2 79	43	8 00	71	13 21	99	18 41	10000	1860 00	38000	7068 00
16	2 98	44	8 18	72	13 39	100	18 60	11000	2046 00	39000	7254 00
17	3 16	45	8 37	73	13 58	200	37 20	12000	2232 00	40000	7440 00
18	3 35	46	8 56	74	13 76	300	55 80	13000	2418 00	41000	7626 00
19	3 53	47	8 74	75	13 95	400	74 40	14000	2604 00	42000	7812 00
20	3 72	48	8 93	76	14 14	500	93 00	15000	2790 00	43000	7998 00
21	3 91	49	9 11	77	14 32	600	111 60	16000	2976 00	44000	8184 00
22	4 09	50	9 30	78	14 51	700	130 20	17000	3162 00	45000	8370 00
23	4 28	51	9 49	79	14 69	800	148 80	18000	3348 00	46000	8556 00
24	4 46	52	9 67	80	14 88	900	167 40	19000	3534 00	47000	8742 00
25	4 65	53	9 86	81	15 07	1000	186 00	20000	3720 00	48000	8928 00
26	4 84	54	10 04	82	15 25	1100	204 60	21000	3906 00	49000	9114 00
27	5 02	55	10 23	83	15 44	1200	223 20	22000	4092 00	50000	9300 00
28	5 21	56	10 42	84	15 62	1300	241 80	23000	4278 00	100000	18600 00

APPENDIX.

LAWS, INSTRUCTIONS, AND FORMS, NECESSARY FOR TAKING OUT A PATENT.

[The following extracts from the U. S. Patent Act, with the Directions and Forms, will enable any person to make out the necessary papers, in order to obtain a patent. It is usual to employ an attorney to perform this duty, whose charge varies from twenty to one hundred dollars, the principal part, or the whole, of which sum might be saved to the inventor, by making out his own petition, specification and drawings, unless the complex character of the work should require an abler hand than his own.]

ALL Patents are issued in the name of the U. S., signed by the Secretary of State, and countersigned by the Commissioner of Patents.

The application for a patent must be by petition to the COMMISSIONER of PATENTS.

Patents are granted for any new and useful art, machine, manufacture, or composition of matter not known, or used by others before his or their discovery or invention thereof, and not, at the time of his application for a patent, in public use, or on sale with his or their consent or allowance as the inventor or discoverer.

Any person, on application at the Patent Office, can obtain certified copies of the record, on paying ten cents for every page of one hundred words; and for copies of drawings, at the reasonable expense of making them. No answer is returned when a description of an invention is sent, and inquiry made if there be anything there like it.

The term for which a patent is granted is fourteen, but it may sometimes be renewed for seven years, by application to the Commissioner of Patents. Patents are granted to the citizens of the U. S., to aliens who have resided in the U. S. one year, and made oath of their intentions to become citizens, and also to foreigners who are inventors or discoverers.

Joint inventors are entitled to, and can claim a joint patent, but neither can claim one separately.

An inventor can assign his right before a patent is obtained, so as to enable the assignee to take out a patent in his own name; but the assignment must be first entered of record; the application therefor duly made, and the specification sworn to by the inventor.

The assignment may be to the whole or any undivided part by any instrument in writing. All assignments, and also the grant of the use of the patent in any town, county, state, &c., must be recorded in the patent office within three months from the date; for which record the grantee or assignee must pay three dollars to the Patent Office.

The law requires the payment of the patent fee, (\$30,) and the filing of the specification, model and drawings, before the application can be considered; two-thirds of the fee is refunded if the application be withdrawn.

Every inventor, before he can receive a patent, shall deliver to the Patent Office a written description of his invention or discovery, and of the manner and process of making, constructing, using, and compounding the same; and shall fully explain the principle, modes, application, and character, by which it may be distinguished from other inventions; and shall particularly point out the part, improvement, or combination, which he claims as his own invention or discovery, with duplicate drawings, where the case admits of drawings, or with specimens of ingredients, and of the composition of matter, sufficient in quantity for the purpose of experiments; and shall, moreover, furnish a model, in all cases which admits of a representation by model, and shall also make oath or affirmation that he verily believes himself to be the original and first inventor of the improvement in question, and that he does not know or believe that the same was ever before known or used; also of what country he is a citizen.

What is claimed as new must be distinguished from what is old. The inventor must not claim too much.

A defective specification, or drawing, may be amended at any time before a patent has issued.

The drawings should in general be in perspective, neatly executed — and such parts as cannot be in perspective, must, if important, be represented in section, or detail — signed by the patentee, and attested by two witnesses,

except when the specification refers to them by letters or figures. The model should be as distinct a representation of the machine, or improvement, as possible, and have the name of the inventor printed, or engraved upon it, or affixed to it. Models forwarded without a name, cannot be entered on record. Whenever the inventor is desirous of adding new improvements, like proceedings must be had as in case of original applications.

If the patentée has made his claim too broad, claiming more than that of which he was the original inventor, he may make a disclaimer, in writing, of such part, to be attested by one or more witnesses, and recorded in the Patent Office, on payment of the sum of ten dollars; and such disclaimer shall thereafter be considered part of the original specification.

The *specification* must be made in such *full, clear, and exact* terms, as to enable any person skilled in the art or science to which it appertains, to *make, construct, compound, and use* the thing patented. The part, improvement or combination that the inventor claims as his own discovery, should be particularly pointed out, and the *specification* should be *framed* with *letters of reference* to the *drawings*.

Any person entitled to take out a patent, who shall desire further time to perfect the invention he has made, may, by paying *twenty dollars*, file a *Caveat* in the confidential archives of the office, setting forth the design and purpose of his invention, its principal and distinguishing *characteristics, &c.*, praying protection of his right till he shall have matured his invention; which sum of twenty dollars, in case the person filing such *Caveat* shall afterwards take out a patent for the invention therein mentioned, shall be considered a part of the sum required for the same.

If application shall be made by any other person, within one year from the time of filing such *caveat*, for a patent of any invention with which it may in any respect interfere, it shall be the duty of the Commissioner to deposit the description, specifications, drawings and model, in the confidential archives of the office, and give notice (by mail) to the person filing the *caveat* of such application, who shall, within three months after, file his description, specification, drawings and model, if he would avail him-

self of the benefit of his *caveat*. If, in the opinion of the commissioner, the specifications of claim interfere with each other, like proceedings may be had as are provided in the case of interfering applications, *provided* no opinion of any board of examiners shall preclude any person from the right to contest the same in any judicial court in any action in which its validity may come in question.

An old patent may be surrendered to correct a mistake, or error, and the fact should be stated in the application, and a new patent will be issued for the same invention, for the residue of the period. In the reissue, the claim is subject to an examination, and if any part of it is not original, the reissue will not be granted, unless the said part be omitted.

Agents are appointed in the principal cities and towns in the U. S., to accommodate the different sections of the country, for the purpose of receiving and forwarding to the Patent Office all such models, specimens of ingredients, and manufactures, as shall be intended to be patented, the transportation of the same to be chargeable to the Patent Fund.

Communications and packages relating to the business of the Office, to and from the Patent Office, are free of postage. All fees must be paid in advance; and if sent to the Commissioner of Patents, must be transmitted in specie.

FORMS TO BE USED IN MAKING APPLICATION TO THE PATENT OFFICE

Form of Petition.

To the Commissioner of Patents.

THE petition of A. B., of —, in the county of —, and State of —, respectfully represents:

That your petitioner has invented a new and useful [*or*, has invented a new and useful improvement on a, *or*, on the machine, &c.,] which he verily believes was not known or used prior to his invention thereof; which has not heretofore been, and is not now, in public use. He therefore prays that letters patent of the United States may be granted to him, vesting in him and his legal representatives the exclusive right to the same, upon the terms and conditions expressed in the Act of Congress in such case made and provided, the petitioner being a citizen of the United States, and having paid thirty dollars into the treasury, and complied with other provisions of the said act.

B—, July 5, 1847.

A. B.

Form of Specification.

To all whom it may concern.

Be it known that I, A. B., of —, in the county of —, and State of —, have invented a new and useful machine [*or*, improvement on a, *or*, on the machine, *or*, composition, &c.,] called [here give the title of the invention] of which the following is a full and exact description:

[Here describe the invention with great particularity and exactness.] *See also introductory remarks.*

In witness whereof, I have hereunto subscribed my name the — day of —, eighteen hundred and forty —.

A. B. [L. s.]

In presence of

C. D.

E. F.

Form of Oath.

State of —, County of —, ss.

On the — day of —, 184—, before the subscriber, a justice of the peace in and for the said county, personally appeared the above-named A. B., and made oath [*or*, affirmation] that he verily believes himself to be the first and original inventor of the [improvement, machine, *or*, composition] above described —, in the specification by him subscribed; and that he does not know or believe that the same was ever before known or used; and that he is a citizen of the United States.

(Signed,) J. S., *Justice of the Peace.*

Form of Withdrawal.

To the Commissioner of Patents.

SIR:—I hereby withdraw my application for a patent for improvements in —, now in your office, and request that twenty dollars may be returned to me, agreeably to the provision of the act of Congress authorizing such withdrawal.

A. B.

Form of Surrender of a Patent for Reissue.

To the Commissioner of Patents.

The petition of A. B., of —, in the county of —, and State of —, respectfully represents:

That he did obtain letters patent of the United States for an improvement in —, which letters patent are dated on the 1st day of May, 1847. That he now believes that the same is inoperative and invalid, by reason of a defective specification, which defect has arisen from inadvertence and mistake. He therefore prays that he may be allowed to surrender, and he hereby does surrender the same, and requests that new letters patent may issue to him, for the same invention, for the residue of the period for which the original patent was granted, under the amended specification herewith presented; he having paid fifteen dollars into the treasury of the United States, agreeably to the requirements of the act of Congress in that case made and provided.

A. B.

Form of Assignment of a Right in a Patent.

Whereas I, A. B., of —, in the county of —, and State of —, did obtain letters patent of the United States for certain improvements in —, which letters patent bear date the 1st day of May, 1847; and whereas J. D., of — aforesaid, is desirous of acquiring an interest therein; NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum —, to me in hand paid, the receipt of which is hereby acknowledged, I have assigned, sold, and set over, and do hereby assign, sell, and set over, all the right, title, and interest which I have in the said invention, as secured to me by said letters patent, for, to, and in, the several States of —, and in no other place or places. The same to be held and enjoyed by the said J. D. for his own use and behoof, and for the use and behoof of his legal representatives, to the full end of the term for which said letters patent are or may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

In testimony whereof I have hereunto set my hand and affixed my seal, this 1st day of July, 1847. A. B. [L. s.]

Witness: C— D—, E— F—.

Form of Disclaimer.

To the Commissioner of Patents.

The petition of A. B., of —, in the county of —, and State of —, respectfully represents:

That he has, by assignment duly recorded in the Patent Office, become the owner of a right, for the several States of —, to certain improvements in —, for which letters patent of the United States were granted to J. D., of —, in the State of —, dated on the 1st day of May, 1847. That he has reason to believe that, through inadvertence and mistake, the claim made in the specification of said letters patent is too broad, including that of which the said patentee was not the first inventor. Your petitioner, therefore, hereby enters his disclaimer to that part of the claim in the aforementioned specification, which is in the following words, to wit: * *

* * * * which disclaimer is to operate to the extent of the interest in said letters patent vested in your petitioner, who has paid ten dollars into the Treasury of the United States, agreeably to the requirements of the act of Congress in that case made and provided.

Witness: C— D—, E— F—. A. B. [L. s.]

When the disclaimer is made by the original patentee, it must, of course, be so worded as to express that fact.

Form of Caveat.

To the Commissioner of Patents.

The petition of A. B., of —, in the county of —, and State of —, respectfully represents:

That he has made certain improvements in the —; and that he is now engaged in making experiments for the purpose of per-

fecting the same, preparatory to his applying for letters patent therefor. He therefore prays that the subjoined description of his invention may be filed as a CAVEAT, in the confidential archives of the Patent Office, agreeably to the provisions of the act of Congress in that case made and provided, he having paid twenty dollars into the Treasury of the United States, and otherwise complied with the requirements of the said act.

A. B.

—, March 1, 1847.

Form for addition of New Improvements.

To the Commissioner of Patents.

The petition of A. B ; of —, in the county of —, and State of — respectfully represents :

That your petitioner did obtain letters patent of the United States, for an improvement in the —, which letters patent are dated on the — ; that he has, since that date, made certain improvements on his said invention ; and that he is desirous of adding the subjoined description of his said improvements to his original letters patent, agreeably to the provisions of the act of Congress in that case made and provided, he having paid fifteen dollars into the Treasury of the United States, and otherwise complied with the requirements of the said act.

A. B.

Form of Assignment before obtaining Letters Patent, and to be recorded preparatory thereto.

Whereas I, A. B., of —, in the county of —, and State of —, have invented certain new and useful improvements in —, for which I am about to make application for letters patent of the United States ; and whereas, J. D., of —, aforesaid, has agreed to purchase from me all the right, title, and interest, which I have, or may have, in and to the said invention, in consequence of the grant of letters patent therefor, and has paid to me, the said A. B., the sum of —, the receipt of which is hereby acknowledged : Now this indenture witnesseth, that for and in consideration of the said sum to me paid, I have assigned and transferred, and do hereby assign and transfer, to the said J. D., the full and exclusive right to all the improvements made by me, as fully set forth and described in the specification which I have prepared and executed preparatory to the obtaining of letters patent therefor. And I do hereby authorize and request the Commissioner of Patents to issue the said letters patent to the said J. D., as the assignee of my whole right and title thereto, for the sole use and behoof of the said J. D., and his legal representatives.

In testimony whereof, I have hereunto set my hand, and affixed my seal, this — day of —, A.D., one thousand eight hundred and —.

A. B. [L. s.]

Witness : C— D—, E— F—.

(The above forms are from the Circular of the Patent Office.)

FEES PAYABLE AT THE PATENT OFFICE.

Patent fee for a citizen of the U. S., or for a foreigner who has resided here one year, and made oath of his intention of becoming a citizen	30 00
For a subject of Great Britain	500 00
All other foreigners	300 00
For entering a <i>cavcat</i>	20 00
For entering an application for the decision of arbitrators, after notice from Commissioner that the invention is not new, or that it interferes with a pending application	25 00
For extending a patent beyond the fourteen years	40 00
For recording each assignment or transfer of patent	3 00
For adding the specification of subsequent improvement	15 00
For surrender of an old patent to be reissued, to correct a mistake of the patentee	15 00
In case of reissues, for every additional patent	30 00
For a disclaimer	10 00
For copies of patents, or any other paper on file, for each 100 words	10

CONTRACTS

FOR

CONSTRUCTING RAILROADS.

[The following Contracts for constructing Railroads, may also be used for preparing Sub-contracts; and for agreements for constructing Turnpikes and Common Roads.]

ARTICLES of Agreement made this — day of —, in the year —, by and between A. B., of the one part, and [here insert the name of the Corporation] by their — and in behalf of said Corporation, of the other part, Witnesseth :

That for, and in consideration of — dollars, the receipt of which is hereby acknowledged, and of the payments and covenants, hereinafter mentioned, to be made and performed by said Corporation, the said A. B., does hereby promise and agree to construct and finish, in every respect, in the most substantial and workman-like manner, and to the acceptance of the engineers of said Corporation, the —, as designated on the plans and profiles of said engineers.

The Road to be so constructed, that it shall always preserve a width of at least — feet on the surface of the embankments, and — feet in the excavations. The sides of the Road to have a slope of —, except in stone cuts, which are to be done as directed by the engineers, and provided throughout with such — and side drains as said engineers may direct

And it is further agreed, that in order to insure a compact and solid formation, the base of each embankment shall be cleared of all bushes, logs, trees, stumps, vegetable and other matter of every description, agreeably to the directions of said engineers; and whenever the earth to be excavated shall exceed the quantity required by said engineers, for the embankments along the line of said road, such surplus shall be disposed of within the site of the second track, on said embankments, at a distance not exceeding the average haul of the line; and where the embankments exceed the excavation, the deficiency shall be supplied by the contractor, either

by widening the adjacent cuts, or from such other place as said engineers may designate, not exceeding the average haul of the line. And the building stone, or other materials obtained from the excavation shall be deposited in the embankments, or in such places as the engineers may direct, either within or without the limits of the Road, for a distance not exceeding the average haul of the line, to be preserved for the use of said Corporation, excepting such as may be used by said A. B. for the purposes of the Road. And, if at any time, said engineers shall think it expedient to change the direction of said line, or lessen or increase the depth, height or width, of the excavation, or embankments, or alter the slopes thereof, or make alterations in any of the work contracted for, according to the plans and specifications of said engineers, they may be so changed or altered on such conditions as shall be adjudged fair and equitable between the parties to this contract.

And the said Road shall be made and completed in all particulars as herein described, and as is further and more particularly described in the specifications, hereunto annexed, on or before the — day of —, in the year —.

And for a failure to make and complete the said Road, within the time fixed for completion, said engineers may assess such damage as they may think just and reasonable, and charge said A. B. with the amount thereof. And the said engineers may employ other help to hasten the completion of the work within the said specified time, and the expense of such help shall be paid by said A. B.

And in case it should appear to said engineers, that the work has not proceeded or gone on with sufficient speed, they shall have power to determine that this contract has been abandoned; and in the event of said determination, this agreement, on the part of said Corporation, shall become null and void, and any balance due shall be forfeited by the said A. B. to the said Corporation. And said engineers shall have full right to contract with any person, or persons, instead of said A. B., his heirs, executors, or administrators, for the completion of said work. And said A. B. hereby covenants and agrees, that he will not molest, hinder, or interrupt the said Corporation, or those employed by them, in the prosecution of said work.

On condition of the fulfilment by the said A. B., of the foregoing provisions of this contract, the said —, for and in behalf of the —, hereby promises and agrees that the said Corporation shall and will, for doing and performing the work, as aforesaid, pay, or cause to be paid to the said A. B., his executors, or administrators, at the rate of — cents for every cubic yard of earth excavation; which shall include every thing but ledge; and at the rate of — for every cubic yard of ledge excavation; and for abutment masonry — dollars and — cents per perch. Culvert and bank wall masonry, — dollars and — cents per perch. Rubble arch masonry, — dollars and — cents per perch, foundations in all cases not included. Laying the superstructure, — dollars per rod. And the said A. B. agrees to construct all the bridges that may be required, the prices therefor to be agreed upon hereafter.

The payments to be made, within the limits of this contract, as follows:— On, or about the first day of each month, after the commencement of the work, said engineers shall estimate the quantity of work done, and give a certificate of the same; and upon presentation of said certificate to the Treasurer of said Corporation, three-

fourths of the amount then due for work specified in said certificate shall be paid to the said A. B., as aforesaid. Provided, that no estimate shall be made, or certificate given within one month after the commencement of the work. And provided, also, that no certificate for a sum less than ——— dollars shall be given, except at the discretion of the engineers. And when the work hereby contracted for, shall have been accepted, the balance due for the same shall be paid to the said A. B., his heirs, executors, or administrators.

It is further understood, that all extra bills are to be presented by said A. B., for settlement, on or about the first of every month, following that in which the charges are made ; and in failure so to do, the payments of said accounts shall be discretionary with the engineers.

It is further agreed, that said Corporation shall cause said Road to be laid out for work by the engineers, with all practicable despatch ; and in case of any detention whatever, of the Contractor, he may give notice thereof to the engineers, and shall be allowed for the completion of the work additional time equal to the period between such notice and the time the work shall be ready.

It is also agreed that said ——— shall furnish to the said A. B. the necessary right of way for the transportation of all necessary materials, to and from the line of said Road. Notice to be given by the said A. B. to the engineers, when such right of way is required.

And it is hereby further agreed, that if the said A. B. shall not on his part, well and truly perform all the covenants herein contained, said engineers may dismiss him from the work. And then, and in that event, this contract shall become null and void. And any balance for work done on said Road, which would have been due said A. B. shall be forfeited, and become the right and property of the Corporation.

It is further understood and agreed, that the said A. B. is to distribute the materials for the superstructure, either from the end of the Road, as the track is laid, or from points along the line of the Road, not exceeding one mile apart, or both, at the option of the Corporation.

And the decision of the engineers upon the measurement and quality of the work, herein specified, shall be final and conclusive.

In witness whereof, the parties to this contract have hereunto affixed their hands and seals this — day of — in the year —.

Executed in presence of
E. F.

A. B. (L. S.)
C. D. (L. S.)

Another Contract for Constructing a Railroad.

THESE Articles of Agreement entered into this — day of — A. D. 1847, between H. K. and B. F. of — in the State of — of the one part, and the — Corporation by G. L. S. especially empowered on behalf of the said Corporation, Witnesseth:

1. That for and in consideration of one dollar, the receipt of which is hereby acknowledged, and of the payments and covenants hereinafter mentioned, to be made and performed by said Corporation, the said H. K. and B. F. hereby promise and agree to grade, in a most substantial and workman-like manner, and to the acceptance of the engineer of said Corporation, that portion of their Railroad between

station — and station —, designated on the plan or profile, as station N. On reference being had to the annexed specifications, which form a part of this contract, for the various regulations under which the work is to be performed, and to the engineer, who is hereby constituted umpire, by and between the contracting parties, in all cases where their respective interests may seem to conflict.

2. It is further agreed, by said K. and F., that the grading shall commence on the section taken by them, on or before the — day of — next, and be finished, to the satisfaction of the engineer, on or before the — day of — next.

3. Should the work not commence at the time specified in this contract, the engineer may declare the contract void, and re-let the section. And if, after commencing the work, said K. and F. shall neglect it, so as to cause delay in its progress, the engineer shall have power to put on men sufficient to complete the section by the time specified, and the expense of the work shall be charged to the contractor; and in case the contractor fail to fulfil this contract within the time specified therein, the engineer shall assess such damages as he may think proper.

4. It is further agreed, that the contractor shall not furnish spirituous liquors to his men, nor suffer others to do so—nor employ any person who may have been dismissed from the line for their disorderly conduct.

5. It is further agreed, that all damages to persons, or property, on the line of the Road, occasioned by the carelessness or maliciousness of persons in the employ of the contractors, shall be paid by the contractors.

6. The contractors shall be chargeable for all damage arising from the throwing down of fences, not necessary for opening the road, and leaving down bars, by which the land owners shall be subjected to loss.

In consideration of the fulfilment by the said K. and F., of the foregoing provisions of this contract; the said G. L. S. for and in behalf of the — Corporation, does hereby promise and agree, that said Corporation shall and will, for doing said work, pay, or cause to be paid to the said K. and F., their executors or administrators, at the rate of — cents for every cubic yard of earth removed, — cents for every cubic yard of loose rock, and — cents for every cubic yard of solid rock. Provided always, that the engineer shall decide on the quantity and quality of the excavation, and his admeasurement of the work done under this contract shall be final and conclusive.

And it is further agreed, that if the said K. and F. shall not on their part, well and truly perform all the covenants herein contained, said engineer may dismiss them from the work, and then this contract shall become null and void, and any balance due them shall be forfeited to the Corporation.

The payments to the said K. and F. shall be made monthly, as near the first of each month, as may be practicable for the engineer to measure the work; and on the presentation of the certificate of the engineer, of the amount of work done on the section, the contractor shall be entitled to receive three-fourths of the amount due for work done, from the Corporation.

And on the acceptance, by the Engineer, of the section worked, said K. and F. shall receive the remaining one-fourth of each payment.

Witness,

E. F.

H. K.

B. F.

G. S. L. for — Cor.

Specifications for Grading a Railroad.

1. THE grading shall be for a — track, with a road — feet in the cuts, and — feet on the embankments. The slopes shall be — feet to — feet, except in rock cuts, where they are to be — foot in —, and to be carried — foot below grade.

2. Grading shall include all the materials to be removed for the formation of the road bed, the drains, the foundations of the masonry, changing the direction of streams and roads; and, in short, all excavations and embankments that may be deemed necessary.

3. Grading shall be proposed for by the cubic yard, measured in excavations, and the prices stated will, in all cases, include the loading of the material, the grubbing, cleaning, ditching, and proper finishing of the work, together with the draining in the cuts and elsewhere, while the work is progressing.

4. There will be but three items in grading: earth, loose rock, and solid rock. Earth excavations will include all earth, and all rock less than one cubic yard; loose rock will include all stones or boulders of more than one, and less than twenty cubic yards, and all rock in ledge that can be taken out with picks and bars; solid rock will include all such rock as is found in ledges, where more than 20 yards are taken out, and require blasting. The price in each case to include hauling the average haul of the sections, and the rock to be the property of the company.

5. The surface of the road shall be composed of free sand or gravel to the acceptance of the engineer, for the depth of — feet in the cut, and on the embankments. Where other material than this is found, it shall be removed, and its place supplied by sand or gravel without any other charge than the amount of excavation done, as the price of the section.

6. Where the embankment is in excess, the deficiency will be supplied from such places as the engineers shall direct, not exceeding the average haul of the section. When the excavation is in excess it shall be disposed of as the engineer shall direct.

7. The company will reserve the right to dispose of the soil, deducting it from the measurement of the section.

8. Contractors will be held accountable for all fences thrown down by their operations, and for leaving gates, and bars, and fences of land-owners open, and all damage thereby. Also, for any damage to people passing the "public highways, which shall be occasioned by the carelessness of the men in their employ."

9. The engineers reserve the right of altering the location, grade and sections at any time, before the commencement or during the progress of the work, and such allowance or deduction therefor shall be made as the engineers may think proper or just.

10. No portion of the work will be accepted by the engineers until properly completed, dressed off, ditched, and brought up to grade.

11. Contractors will not be allowed to under-let their contracts without the consent of the engineers.

12. No allowance will be made to any contractor for extra work, unless it was expressly ordered and approved by the engineer.

13. Payments will be made monthly of 75 per cent. of all work performed or estimated by the engineer, and 25 per cent. will be retained till the work is completed.

14. Other specifications and particulars respecting the work will be given by the engineer, and stated in the contracts.

SUPPLEMENT.

MORTGAGES

OF

CHATTELS AND REAL ESTATE,

WITH THE STATUTE LAWS OF NEW YORK IN RELATION THERETO:

TOGETHER WITH

OTHER VALUABLE FORMS OF INSTRUMENTS.

Mortgage—with Bond.

THIS INDENTURE, made the — day of —, in the year one thousand eight hundred and —, between A. B., of —, in the county of —, and State of —, of the first part, and C. D., &c., of the second part: Witnesseth, That the said A. B. is justly indebted to the said party of the second part, in the sum of — dollars, lawful money of the United States of America, secured to be paid by his certain bond or obligation bearing even date with these presents, in the penal sum of — hundred dollars, lawful money as aforesaid, conditioned for the payment of the said first mentioned sum, with interest, as by the said bond or obligation, may more fully appear. Now this Indenture witnesseth, that the said party of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, and in consideration of the sum of one dollar to him in hand paid, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey, and confirm, unto the said party of the second part, his heirs and assigns, for ever, all [Here describe the premises mortgaged]. Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining. And also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, and to the same, and every part and parcel thereof, with the appurtenances:

To have and to hold the above granted and described premises, with the appurtenances, unto the said party of

the second part, his heirs and assigns, to his and their own proper use, benefit and behoof for ever.

Provided always, and these presents are upon this express condition, that if the said party of the first part, his heirs, executors, or administrators, shall well and truly pay unto the said party of the second part, his executors, administrators or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine and be void. And the said A. B., for himself, his heirs, executors, and administrators, doth covenant and agree to pay unto the said party of the second part, his executors, administrators, or assigns, the said sum of money, and interest, as mentioned above, and expressed in the condition of the said bond. And if default shall be made in the payment of the said sum of money above mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from thenceforth it shall be lawful for the said party of the second part, his executors, administrators and assigns, to enter into and upon all and singular the premises hereby granted, or intended to be, and to sell and dispose of the same, and all benefit and equity of redemption of the said party of the first part, his heirs, executors, administrators, or assigns, therein, at public auction, according to the act in such case made and provided. And as the attorney of the said party of the first part, for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the law for the same, in fee simple, and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the said premises, rendering the overplus of the purchase money, (if any there shall be,) unto the said A. B., of the first part, his heirs, executors, administrators, or assigns; which sale, so to be made, shall for ever be a perpetual bar, both in law and equity, against the said party of the first part, his heirs and assigns, and all other persons claiming or to

claim the premises, or any part thereof, by, from, or under him or them, or either of them.*

In witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

A. B. (L. S.)
C. D. (L. S.)

Sealed and delivered in the presence of

Release, part of Mortgaged Premises.

THIS INDENTURE, made this — day of —, in the year one thousand eight hundred and —, between A. B., of —, in the county of —, and State of —, of the one part, and C. D., of —, in the county of —, and State of —, of the second part: Whereas, A. B., by Indenture of Mortgage, bearing date the — day of —, one thousand eight hundred and —, for the consideration therein mentioned, and to secure the payment of the money therein specified, did convey certain lands and tenements, of which the lands hereinafter described are part, unto C. D. And whereas the said party of the first part, at the request of the said party of the second part, has agreed to give up and surrender the lands hereinafter described, unto the said party of the second part, and to hold and retain the residue of the mortgaged lands as security for the money remaining due on the said mortgage: Now this Indenture witnesseth, that the said party of the first part, in pursuance of the said agreement, and in consideration of the sum of — dollars, to him duly paid at the time of the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, released, quit-claimed, and set over, and by these presents doth grant, release, quit-claim, and set over, unto the said party of the second part, all that part of the said mortgaged lands [Here describe the lands, situation, &c.] Together with the hereditaments and appurtenances thereto belonging; and all the

*"Real estate sold under execution or mortgage, may be redeemed within one year, by the payment of the sum of money which was bid on the sale, with interest on that sum from the time of sale, at the rate of ten per cent. a year."—*New York Statutes.*

"Whenever any premises mortgaged to the people of this State, shall be sold and purchased by any person other than the attorney-general, and not redeemed, a conveyance shall be executed to such purchaser, his heirs or assigns, at the expiration of the time allowed for redemption, on payment by him or them, of the balance of the purchase money on the execution of the proper securities therefor."—*Ib.*

right, title and interest of the said party of the first part, of, in and to the same, to the intent that the lands hereby conveyed may be discharged from the said mortgage, and that the rest of the lands in the said mortgage specified, may remain to the said party of the first part, secured as heretofore. To have and to hold the lands and premises hereby released and conveyed, to the said party of the second part, his heirs and assigns, to his and their only proper use, benefit, and behoof, for ever, free, clear, and discharged of and from all lien and claim under and by virtue of the Indenture of Mortgage aforesaid.

In witness whereof, the said parties have hereunto interchangeably set their hands and seals, the day and year first above written.

A. B. (L. S.)
C. D. (L. S.)

Scaled and delivered in the presence of

Assignment of Bond and Mortgage.

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., of —, in the county of —, and State of —, of the first part, in consideration of the sum of — dollars, lawful money of the United States, to me in hand paid by C. D., of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over, unto the said party of the second part, a certain Indenture of Mortgage, bearing date the — day of —, in the year one thousand eight hundred and —, made by E. G. and B., his wife, of — in the county of —, and State of —, to the said party of the first part, together with the bond or obligation therein described, and the money due and to grow due thereon, with the interest. To have and to hold the same unto the said party of the second part, his representatives and assigns, for their use and benefit; subject only to the proviso in the said Indenture of Mortgage mentioned: And I do hereby make, constitute and appoint the said party of the second part my true and lawful attorney, irrevocable, in my name or otherwise, but at his proper costs and charges, to have, use and take all lawful ways, and means for the recovery of the said money and interest: and in case of payment, to discharge the same

as fully as I might or could do if these presents were not made.

In witness whereof, the party of the first part has hereunto set his hand and seal the — day of —, in the year one thousand eight hundred and —. A. B. (L. s.)

Sealed and delivered in the presence of

Satisfaction of Mortgage, by Mortgagee.

State of New York, }
County of —, ss. }

I, C. D., do hereby certify, that a certain Indenture of Mortgage, bearing date the — day of —, in the year one thousand eight hundred and —, made and executed by A. B., of the first part, to me, the said C. D., of the second part, recorded in the office of — of the county of —, in Lib. — of Mortgages, page —, on the — day of —, in the year one thousand eight hundred and —, at — minutes past — o'clock, in the — noon, is paid, and I do hereby consent that the same be discharged of record.

Dated this — day of —, 18—.

C. D.

In the presence of

State of New York, }
County of —, ss. }

On the — day of —, one thousand eight hundred and —, before me came C. D., known to me to be the individual described in, and who executed the above Certificate, and acknowledged that he executed the same.

E. F., Justice, &c.

Notice of Foreclosure of Mortgage.

PLEASE TO TAKE NOTICE, that this suit is instituted to foreclose a certain Mortgage, bearing date the — day of —, one thousand eight hundred and —, executed by A. B. to the plaintiff to secure the payment of the sum of — dollars, which mortgage was duly recorded in the office of — in and for the — county of —, in Lib. — of Mortgages, page — on the — day of —, 184—, that the plaintiff makes no personal claim

* "Any mortgage may be discharged of record, whenever there shall be presented to the officer a certificate signed by the mortgagee, specifying that such mortgage has been paid, or otherwise satisfied and discharged."—*New York Statutes.*

against any of the defendants therein, except the said defendant; and that the following is a brief description of the mortgaged premises, to wit: [Description.]

E. F.

*Chattel Mortgage.**

THIS INDENTURE, made the — day of —, one thousand eight hundred and —, between A. B., of —, in the county of —, and State of N. York, of the first part, and C. D., of —, in the county of —, and State of N. York, of the second part, witnesseth, That the said party of the first part, in consideration of the sum of — dollars, to him duly paid, has sold, and by these presents doth grant and convey to the said party of the second part, the following goods, and chattels, [or, if the goods are too numerous to be recited, say, all and singular the goods and chattels mentioned and contained in the schedule hereto annexed:] now in my possession, at the — of —, aforesaid: together with the appurtenances, and all the estate, title and interest of the said party of the first part therein.

This grant is intended as a security for the payment of — dollars, with interest, on or before the expiration of — years from the date hereof; [or, if a note, men-

* "Every mortgage, or conveyance intended to operate as a mortgage, of goods and chattels, which shall not be accompanied by an immediate delivery and continued change of possession of the things mortgaged, shall be absolutely void as against the creditors of the mortgagor, and as against subsequent purchasers and mortgagees in good faith, unless the mortgage, or a true copy thereof, be filed in the town or city where the mortgagor therein, if a resident of this State, resides at the time of the execution thereof; and if not a resident, then in the city or town where the property so mortgaged may be, at the time of such execution. In the city of New York, such instruments shall be filed in the office of the register; in the several cities and county towns of this State, in the office of the county clerk; and in all other towns, in the office of the town clerk thereof."—*New York Statutes*.

"A copy of any such original instrument, including any statement therein made, certified by the clerk or register, shall be received in evidence of the fact that the same was received and filed according to the endorsement of the clerk, or register."—*Ib.*

"Fees of Clerks and Registers. For filing each chattel mortgage, or copy, six cents; searching for such papers six cents. For entering the same in a book, in the cities of Albany and New York six cents for each party to such instrument; for searching for each paper six cents. The fees of the clerk of the county of Rensselaer are six cents for filing, and six cents for docketing each name."—*Ib.*

"Every mortgage, filed in pursuance of the requirements of law, shall cease to be valid, as against the creditors of the person making the same, or subsequent purchasers or mortgagees in good faith, after the expiration of *one year* from the filing thereof; unless, within *thirty days* next preceding the expiration of the said term of one year, a true copy of such mortgage, together with a statement exhibiting the *interest* of the mortgagee in the property thereby claimed by him by virtue thereof, be again filed in the office of the clerk, or register, aforesaid, of the town or city where the mortgagor shall reside."—*Ib.*

tion it and the amount;] which payment, if duly made, will render this conveyance void.

In witness whereof, I, the said party of the first part, have hereunto set my hand and seal the day and year first above written. A. B. [L. s.]

Sealed and delivered in presence of

*Chattel Mortgage, with Power of Sale.**

THIS INDENTURE, made the — day of —, one thousand eight hundred and —, between A. B. of —, in the county of —, and State of New York, of the first part, and C. D. of —, in the county of —, and State of N. York, of the second part: witnesseth, that the said party of the first part, in consideration of the sum of — dollars, to him duly paid, has sold, and by these presents doth grant and convey to the said party of the second part, the following goods, and chattels, [or, if the goods are too numerous to be recited, say, all and singular the goods and chattels mentioned and contained in the schedule hereto annexed:] now in my possession, at the — of —, aforesaid: together with the appurtenances, and all the estate, title and interest of the said party of the first part therein. This grant is intended as a security for the payment of — dollars, with interest, on or before the expiration of —, from the date hereof; which payment, if duly made, will render this conveyance void.

And if default shall be made in payment of the principal or interest above mentioned, then the said party of the second part and his assigns, are hereby authorized, pursuant to statute, to sell the premises above granted,* or so

* In New York a mortgage containing a power to sell destroys the right to redeem in the mortgagor. But such sale will not prejudice a judgment, or a prior mortgage. Preference over any previous judgment is given to a mortgage for the purchase, made at the time of the conveyance.

“In default of the payment of the note or debt specified in a chattel mortgage, the mortgagee will enter and take possession of the property, and sell the same at public auction, (after the like notice as is by law required for constables' sales,) the goods and chattels, or so much of them as may be required to satisfy his debt, interest, and reasonable expenses, and will retain the same out of the proceeds of the sale, and return the overplus, or residue, if any, to the mortgagor.”

“Every sale made by a vendor of goods and chattels in his possession, or under his control, and every assignment of goods and chattels, by way of mortgage or security, or upon any condition whatever, unless the same be accompanied by an immediate delivery, and be followed by an actual and con-

[See Bills of Sale, and Laws relating to, at pages 25 and 26.]

[See Assignment of Mortgage, at page 18.]

[See other Mortgages, and Laws relating to, at pages 53 to 60.]

much thereof as will be necessary to satisfy the amount then due, with the costs and expenses allowed by law.

In witness whereof, the said party of the first part, has hereunto set his hand and seal the day and year first above written.

A. B. [L. S.]

Scaled and delivered in presence of

Contract for Building.

CONTRACT FOR BUILDING, made the — day of —, one thousand eight hundred and —, by and between A. B., of —, in the county of —, of the first part, and C. D., of said —, of the second part, in these words: The said party of the second part covenants and agrees to and with the said party of the first part, to make, erect, build, and finish, in a good, substantial, and workmanlike manner, a dwelling-house, on the vacant lot of land, belonging to the said party of the first part, situate on — street, in the town of —, agreeable to the draft, plan, and explanation hereto annexed, of good and substantial materials, by the — day of — next. And the said party of the first part covenants and agrees to pay unto the said party of the second part, for the same, the sum of — dollars, lawful money of the United States, as follows: the sum of — dollars. [Here mention the sums and times of payment.] And for the true and faithful performance of all and every of the covenants and agreements above mentioned, the parties to these presents bind themselves each unto the other in the penal sum of — dollars, as fixed and settled damages to be paid by the failing party.

In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

A. B. (L. S.)
C. D. (L. S.)

Scaled and delivered in the presence of

tinued change of possession of the things sold, mortgaged, or assigned, shall be presumed to be fraudulent and void, as against the creditors of the vendor, or the creditors of the person making such assignment, or subsequent purchasers in good faith; and shall be conclusive evidence of fraud, unless it shall be made to appear, on the part of persons claiming under such sale or assignment, that the same was made in good faith, and without any intent to defraud such creditors or purchasers. The term "creditors," as herein used, is to be construed so as to include all the creditors of the vendor, or assignor, at any time whilst such goods and chattels shall remain in his possession, or under his control."—*New York Statutes.*

*Power of Attorney to Receive Dividends.**

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., of —, do authorize, constitute and appoint C. D. to receive from the Company of the Eagle Bank the dividends now due me, on all Stock standing to my name on the Books of the said Banking Company, and receipt for the same: hereby ratifying and confirming all that may lawfully be done in the premises by virtue hereof.

Witness my hand and seal this — day of — 18—. A. B. (L. s.)

Sealed and delivered in the presence of

Power of Attorney to transfer Stock.

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., do hereby constitute and appoint C. D. to be my true and lawful Attorney for me and in my name and behalf, to sell, assign and transfer to E. F. the whole or any part of my interest in or to — Shares of the Capital Stock of the Spitfire Railroad Company, and for that purpose to make and execute all necessary acts of Assignment and Transfer.

In witness whereof, I have hereunto set my hand, &c. A. B. (L. s.)

Sealed and delivered in the presence of

Power of Attorney for Irrevocable Transfer of Stocks.

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., for value received, have bargained, sold, assigned and transferred, and by these presents do bargain, sell, assign and transfer unto C. D. shares Nos. 4, 7, 8, 10, now standing in my name on the books of the —, and do hereby constitute and appoint E. F. my true and lawful Attorney irrevocable, for me, and in my name and stead, but to his use, to sell, assign, transfer and set over, all or any part of the said stock, and, for that purpose to make and execute all necessary acts of assignment and transfer, and one or more persons to substitute with like full power, hereby ratifying and confirming all that my said Attorney or his substitute or substitutes, shall lawfully do by virtue hereof.

In witness whereof, I have hereunto set my hand, &c. A. B. (L. s.)

Sealed and delivered in presence of

* [See Powers of Attorney, and Laws relating to, at pages 62 —64.]

Judgment Note for Pennsylvania, Ohio, and other States.
(Irrevocable.)

§ ———

B ———, July 1, 1848.

Six months after date I promise to pay to the order of C. D. ——— dollars, for value received, with interest. And I do hereby constitute and appoint C. D., or any Attorney at Law, in my name and behalf to appear in any Court of Record, or before any Justice of the Peace, in the State of ———, at any time after this obligation becomes due, and to waive process and service thereof, and to confess judgment in favor of the holder of this obligation, for the above sum, interest and costs, with release of errors, &c.*

Witness my hand and seal, this ——— day of ———, one thousand eight hundred and ———. A. B. [L. s.]

Sealed and delivered in presence of

LAWS OF THE STATE OF NEW YORK ENACTED DURING THE SESSIONS OF 1846, '47, '48,

Property of Married Women.

The following Law, of great importance to married women, was enacted by the New York Legislature in the Session of 1847, '48:

SECTION 1. The real and personal property of any female who may hereafter marry, and which she shall own at the time of marriage, and the rents, issues and profits thereof, shall not be subject to the disposal of her husband, nor be liable for his debts, and shall continue her sole and separate property.

§ 2. The real and personal property, and the rents, issues and profits thereof, of any female now married, shall not be subject to the disposal of her husband, but shall be her sole and separate property, as if she were a single female, except so far as the same may be liable for the debts of her husband heretofore contracted.

§ 3. It shall be lawful for any married female to receive by gift, grant, devise or bequest, from any person other than her husband, and hold to her whole and separate use, as if she were a single female, real and personal property, and the rents, issues and profits thereof, and the same shall not be subject to the disposal of her husband, nor be liable for his debts.

§ 4. All contracts made between persons in contemplation of marriage shall remain in full force after such marriage shall take place.

[See Will, and Laws relating to, at page 68.]

* If the creditor and debtor live in different States, it may be necessary to acknowledge the power before a Justice of the Peace. A confession of judgment often prevents delay in collecting a note.

The difference between a sealed note and one without a seal, is, that it is not barred by the statute of limitations, and, in some States, must be first paid in the settlement of a deceased person's estate.

Law of New York for Railroad Companies.

It is the duty of every railroad company to attach a check to each separate parcel of baggage, and to furnish the owner with a duplicate check or checks, corresponding in number with that attached to each parcel of baggage; and whenever the check is presented to the railroad agent he shall deliver up the baggage to the person having a corresponding check. For every neglect or refusal to conform to this requirement, the railroad company shall forfeit and pay to such person or owner the sum of ten dollars, to be recovered in an action of debt.

Rates of Interest in different States.

STATES.	RATE OF INTEREST.	FORFEIT FOR USURY.
Maine,	6 per cent.	Forfeit of the debt or claim.
New Hampshire,	6 per cent.	Forfeit of three times the amount illegally taken.
Vermont,	6 per cent.	Recovery in an action, with costs.
Massachusetts,	6 per cent.	Forfeit of three fold the usury.
Rhode-Island,	6 per cent.	Forfeit of the usury and interest on the debt.
Connecticut,	6 per cent.	Forfeit of the whole debt.
New York,	7 per cent.	Usurious contracts void.
New Jersey,	7 per cent.	Forfeit of the whole debt.
Pennsylvania,	6 per cent.	Forfeit of the whole debt.
Delaware,	6 per cent.	Forfeit of the whole debt.
Maryland,	6 per cent.	On tobacco contracts, 8 per cent. Usurious contracts void.
Virginia,	6 per cent.	Forfeit double the usury taken.
North Carolina,	6 per cent.	Contracts for usury void--forfeit double the usury.
South Carolina,	7 per cent.	Forfeit of interest, and premium taken, with costs to debtor.
Georgia,	8 per cent.	Forfeit three times the usury, and contract void.
Alabama,	8 per cent.	Forfeit of interest and usury.
Mississippi,	8 per cent.	By contract as high as 10.— Usury recoverable in action of debt.
Louisiana,	5 per cent.	Bank interest 6; conventional, as high as 10; beyond, contract void.
Tennessee,	6 per cent.	Usurious contract void.
Kentucky,	6 per cent.	Usury may be recovered, with costs.
Ohio,	5 per cent.	Usurious contracts void.
Indiana,	6 per cent.	On written agreement may go as high as 10; penalty of usury, a fine of double the excess.
Illinois,	6 per cent.	Three fold amount of the whole interest.
Missouri,	6 per cent.	By agreement as high as 10 per cent. If beyond, forfeit of whole interest due, and of the usury taken.
Michigan,	7 per cent.	Forfeit the usury taken, and one-fourth the debt.
Arkansas,	6 per cent.	By agreement, as high as 10. Amount of usury recoverable, but contracts void.
Dis. of Columbia,	6 per cent.	Usurious contracts void.
Florida,	8 per cent.	Forfeit of interest and excess in case of usury.
Wisconsin,	7 per cent.	By agreement, not exceeding 12. Forfeit treble the excess.
Iowa,	7 per cent.	By agreement as high as 12. Forfeit treble the excess.

Cases and Opinions cited. -- If a contract be usurious in its commencement, no subsequent evasion will avoid the statutes against it; and on the other hand, if it be not usurious when entered into, no after event will make it so.

Where a loan was made of depreciated bank notes, to be repaid in sound ones, to enable the borrower to pay a debt he owed, dollar for dollar, it was considered not to be usurious.

To constitute usury, there must be an intention to take more than

legal interest. The intent is important in constituting the offence. Ignorance of the law will not protect a party from its penalties; but where there was no intention to evade the law, and it can be proved on the face of the contract, or otherwise, that it was the result of mistake or accident, no penalty attaches. A corrupt agreement is essential to constitute usury. The assent of one party is, therefore, as essential to the existence of a usurious agreement as the other.

Any transaction, to secure, by indirect means, the payment of a loan with more than lawful interest, is usurious. And in some particular instances, the advance of *money* is not necessary to constitute usury; as where goods are taken in part payment of money advanced on a loan, and it appears that the borrower was compelled by the lender to take goods instead of cash, at an advanced price. Where a bank or broker discounts a note at legal interest, but pays out depreciated paper, in whole or in part.

A commission is a reasonable charge for trouble; but if the commission overstep the *bona fide* trouble, it becomes usurious.

Usury may be averred against all private contracts, bonds, deeds, &c. &c.

If a note is made for sale in market, to raise money, and is sold at a greater rate of interest than is allowed by law, and the purchaser is cognizant of the facts at the time of the purchase, the transaction is usurious.

To constitute usury, there must be a loan expressed or implied.

The sale of a man's note endorsed by himself is usury.

The sale and purchase of a note at a greater discount than the rates of interest allowed by law, is not usurious where the original consideration was not tainted by usury.

To constitute usury, there must be a borrowing and lending, with an intent to exact exorbitant interest, or a forbearance in consideration of such interest being paid.

Where contracts are made in a foreign country the payment of interest will be according to the rate of interest allowed in that country.

Usury Law of the State of Massachusetts.

SECTION 1. The interest of money shall continue to be at the rate of six dollars, and no more, upon one hundred dollars for a year, and at the same rate, for a greater or less sum, and for a longer or shorter time.

SECT. 1. Whenever, in any action brought on any contract, or assurance for the payment of money, hereafter made, it shall appear that a greater rate of interest has been *directly or indirectly* reserved, taken or received, than is allowed by law, the defendant shall recover his full costs, and the plaintiff shall forfeit threefold the amount of the interest, unlawfully reserved or taken, and no more.

SECT. 2. Whenever a greater rate of interest than is allowed by law, shall hereafter be paid, the party paying the same, may recover back threefold the amount of the unlawful interest so paid, and no more; either by an action of debt or by a bill in chancery; provided, that such action or bill shall be prosecuted within two years from the time when the said interest shall have been paid.

SECT. 4. In the trial of any action, wherein it shall appear, by the pleadings, that the fact of unlawful interest having been taken or reserved is put in issue, it shall be lawful for the debtor, (the creditor being living,) to become a witness, and he shall be admitted as such; and the creditor, if he shall offer his testimony, shall also be admitted as a witness, together with any other legal evidence, that may be introduced by either party.